

**COLLECTIVE AGREEMENT**

*BETWEEN*

**THE ALGOMA DISTRICT SCHOOL BOARD**  
*HEREINAFTER CALLED "THE BOARD"*

*AND*

**THE ELEMENTARY TEACHERS' FEDERATION**  
*HEREINAFTER CALLED "THE BARGAINING UNIT"*

**2014-2017**

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## **ETFO TEACHERS – PART A: CENTRAL TERMS**

### **C1.00 - STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT**

#### **C1.1 Separate Central and Local Terms**

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are central and local terms. For clarity there shall be one single collective agreement for teachers and one single collective agreement for occasional teachers.

#### **C1.2 Implementation**

Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

#### **C1.3 Parties**

- a) The parties to the collective agreement are the school board and the employee bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

#### **C1.4 Single Collective Agreement**

Central terms and local terms shall together constitute a single collective agreement.

### **C2.00 – DEFINITIONS**

C2.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C2.2 The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the employee bargaining agent, the Elementary Teachers’ Federation of Ontario (ETFO).

C2.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes

Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.

C2.4 “Employee” shall be defined as per the *Employment Standards Act*.

C2.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

### **C3.00 - LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL**

#### **C3.1 Single Collective Agreement**

The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

#### **C3.2 Term of Agreement**

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act*, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

#### **C3.3 Where Term Less Than Agreement Term**

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

#### **C3.4 Term of Letters of Understanding**

All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

#### **C3.5 Amendment of Terms**

In accordance with Section 42 of the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

### C3.6 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
  - i. within 90 (ninety) days of the expiry of the collective agreement; or within such greater period agreed upon by the parties; or within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

## **C4.00 - CENTRAL GRIEVANCE PROCESS**

The following process applies exclusively to grievances on central matters that have been referred to the central process. In accordance with the School Boards Collective Bargaining Act central matters may also be grieved locally, in which case local grievance processes will apply.

### C4.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association (OPSBA) and the Elementary Teachers’ Federation of Ontario (ETFO).
- c) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- d) For the purpose of the Central Grievance Process only “days” shall mean school days.

### C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the central parties.
- c) The central parties shall each have the following rights:
  - i. To file a dispute as a grievance with the Committee.
  - ii. To engage in settlement discussions.
  - iii. To mutually settle a grievance in accordance with d) i, below.
  - iv. To withdraw a grievance.
  - v. To mutually agree to refer a grievance to the local grievance procedure.
  - vi. To mutually agree to voluntary mediation.
  - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
  - i. To give or withhold approval to any settlement by OPSBA.
  - ii. To participate in voluntary mediation.
  - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.
- e) A grievance under this provision is not invalidated as a result of a technical deficiency under C4.3 a) b) c) or d), above.

#### C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the central parties.

#### C4.5 Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

#### C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) Where the central parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- d) The central parties may refer multiple grievances to a single arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.



## **C5.00 - VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION**

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The Teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.
- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by two percent (2%) if they chose the early gratuity payout.

## **C6.00 – BENEFITS**

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement #6. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

### **C6.1 Funding**

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.

### **C6.2 Cost Sharing**

- a) With respect to the funding in C6.1a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

### C6.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

### C6.4 Long Term Disability (Employee-Paid Plans)

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C6.5 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

## **C7.00 - SICK LEAVE**

### Sick Leave/Short Term Leave and Disability Plan

- a) Sick Leave Benefit Plan  
The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.
- b) Sick Leave Days  
Subject to paragraphs d) i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.
- c) Short-Term Leave and Disability Plan (STLDP)  
Subject to paragraphs d) i-vi below, permanent full-time Teachers will

be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of

topping up salary to one hundred percent (100%) under the STLDP.

- ii. This top-up is calculated as follows:  
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Long Term Occasional Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a Long Term Occasional assignment:

- i. Teachers in a Long Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary, and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.
- iii. Where the length of the Long Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length

of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.

- iv. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

## **C8.00 - CENTRAL LABOUR RELATIONS COMMITTEE**

- C8.1 OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C8.2 The parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C8.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C8.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

## **C9.00 - MINISTRY/SCHOOL BOARD INITIATIVES**

ETFO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

### **C10.00 - DIAGNOSTIC ASSESSMENT**

- a) For the purposes of C10.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The parties agree that a teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
  - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
  - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating teachers. No teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

## **C11.00 - STATUTORY LEAVES OF ABSENCE/SEB**

### **C11.1 Family Medical Leave or Critically Ill Child Care Leave**

- a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher or long-term occasional teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

### **Family Medical Leave or Critically Ill Child Care Leave Supplemental Employment Benefits (SEB)**

- g) The Employer shall provide for permanent teachers and long-term occasional teachers who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

#### C11.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the parties.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Eligible teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the teacher in accordance with the Board's payroll procedure.



- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

**C12.00 - CLASS SIZE/STAFFING LEVELS**

The board will make every effort to limit FDK/Grade 1 split grades where feasible.

## **APPENDIX A – RETIREMENT GRATUITIES**

### Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
  - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
  - b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: *Sick Leave Credits and Sick Leave Credit Gratuities*, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have ten (10) years of service with the board:
  - i. Near North District School Board
  - ii. Avon Maitland District School Board
  - iii. Hamilton-Wentworth District School Board
  - iv. Limestone District School Board

### Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

**LETTER OF AGREEMENT #1**

**BETWEEN**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Elementary Teachers' Federation of Ontario  
(hereinafter called the 'ETFO')**

**RE: Sick Leave**

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

**LETTER OF AGREEMENT #2**

**BETWEEN**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Elementary Teachers' Federation Ontario  
(hereinafter called 'ETFO')**

**AND**

**The Crown**

**RE: Regulation 274 - Hiring Practices**

The parties agree that it is critical that the process to gain long-term occasional assignments and permanent positions be fair and transparent.

1. The parties and the Crown agree that hiring for long term occasional and permanent positions shall be as set out in Regulation 274 under the Ontario Education Act. Regulation 274 remains in force.
2. The parties agree to meet to further discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.
  - a. The Committee shall address the following issues, including but not limited to:
    - i. the size of the LTO list
    - ii. the number of interview cycles
    - iii. the interview process
3. The parties agree to the following provisions for the term of this collective agreement:
  - a. Following the interview to the LTO List, unsuccessful candidates who make the request shall be debriefed within thirty (30) days of the interview

and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.

- b. The local parties may, if they choose, negotiate a capped roster.
- c. A relocating permanent Teacher who has been employed by a public school board in Ontario may apply to another Board to be placed on the LTO List and shall be granted an interview.
- d. Where an occasional teaching assignment extends beyond the number of LTO threshold days identified in the local collective agreement, the Board may continue the occasional teacher in the assignment if the teacher is qualified and is on the LTO list, unless the local parties have mutually agreed otherwise.
- e. Information Disclosure to the Occasional Teacher Local Unit

The Board shall provide the following information to the Union, upon request, as it relates to the Long Term Occasional Teacher List, Long Term Occasional Teacher assignments, and permanent teaching positions:

- i. the job posting at the time the posting is circulated in the system;
- ii. the job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
- iii. names of successful applicants.

**LETTER OF AGREEMENT #3**

**BETWEEN**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Elementary Teachers' Federation of Ontario  
(hereinafter called 'ETFO')**

**RE: Occasional Teacher Ability to Lock the Classroom Door**

School boards will achieve the compliance level regarding Occasional Teacher ability to lock and unlock the classroom door as set out in the Provincial Model for a Local Police/School Board Protocol (2015) by December 31, 2015.

ETFO may raise the failure to comply with the Central Labour Relations Committee.

**LETTER OF AGREEMENT #4**

**BETWEEN**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Elementary Teachers' Federation Ontario  
(hereinafter called 'ETFO')**

**RE: Employment Insurance (E.I.) Rebate**

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo for this round of bargaining.

**LETTER OF AGREEMENT #5**

**BETWEEN**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Elementary Teachers' Federation Ontario  
(hereinafter called 'ETFO')**

**AND**

**The Crown**

**RE: Special Education Committee**

The parties agree to establish a committee comprised of representatives from ETFO, the Ministry of Education and school board leadership in the area of special education. Additional representatives may be invited as resources to the committee as needed. The committee will discuss current issues as identified by the parties related to supporting students with special education needs.

The committee shall meet regularly commencing no later than November 30, 2015 and recommendations will be made to the Minister of Education by April 30, 2016. Terms of reference will be jointly developed to inform the scope of discussions and recommendations.



**LETTER OF AGREEMENT #6****BETWEEN**

**The Ontario Public School Board Association  
(hereinafter called 'OPSBA')**

**AND**

**The Elementary Teachers' Federation of Ontario  
(hereinafter called the 'ETFO')**

**AND**

**The Crown**

**RE: Benefits**

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, shall establish an ETFO Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to as the 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements").

It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date". The Trustees, as defined in 2.1.0, shall cooperate with other Trusts and school boards (hereinafter, the "Board") to move all employee groups into the Trust(s) at the same time.

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of agreement will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties and will remain in effect until August 31, 2020.

## **1.0.0 PRINCIPLES**

- 1.1.0 The Trust will be governed by trustees appointed by the ETFO and trustees appointed by OPSBA and the Crown acting together;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust in accordance with s. 3.1.1 by entering into an agreement with the Trustees that requires the group to pay for all benefits and administrative costs related to the creation, establishment and operation of a benefits plan for that group. The Trustees, as defined in 2.1.0, will develop an affordable and sustainable benefits plan that is based on the funding available to the employee groups.

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2 The appointed independent experts will:
  - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
  - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
  - c) Be accredited from one of the following fields: actuarial science, law or Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 All voting requires a simple majority to carry.

- 2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

### **3.0.0 ELIGIBILITY and COVERAGE**

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
  - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
  - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
  - 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

## **4.0.0 FUNDING**

### **4.1.0 Negotiated Funding Amount, Board Contributions**

- 4.1.1 Each Board shall pay an amount equal to 1/12<sup>th</sup> of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 Upon the Board's participation date:
- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily occasional teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
  - ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
  - iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
  - iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
  - v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.
- 4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:
- i) there is an in-year deficit,
  - ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
  - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,
- then the in-year deficit in i) would be paid by the Board associated with the deficit.
- 4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference

will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- i. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for occasional teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.

4.1.5 The Trust shall determine employee co-pay, if any.

4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.

4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.

4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

#### 4.2.0 Start-up Costs

4.2.1 The Government of Ontario will provide:

- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation

Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.

- b) A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Board(s)” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.2.8 For policies where the experience of multiple groups has been combined,

the existing surplus/deficit will be allocated to each group based on the following:

- a) If available, the paid premiums or contributions or claims costs of each group; or
- b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

## **5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY**

### **5.1.0 Shared Services**

- 5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

### 5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
- a) Validation of the sustainability of the respective Plan Design;
  - b) Establishing member contribution or premium requirements, and member deductibles;
  - c) Identifying efficiencies that can be achieved;
  - d) Adopting an Investment Policy; and
  - e) Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
  - b) Fund claims stabilization or other reserves;
  - c) Improve plan design;
  - d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
  - e) Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a) Use of existing claims stabilization funds;
  - b) Increased member share premium;
  - c) Change plan design;
  - d) Cost containment tools;
  - e) Reduced plan eligibility; and
  - f) Cessation of benefits, other than life insurance benefits.
- 5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 5.2.5 The Trust shall provide "trustee liability insurance" for all Trustees.

### 5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design



change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

### **6.0.0 TRANSITION COMMITTEE**

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

### **7.0.0 PAYMENTS**

- 7.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that funding the amount provided for the benefits of the Trust must be provided to the Trust in accordance with the Letter of Agreement.

### **8.0.0 ENROLMENT**

- 8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new teachers/members within a reasonable amount of time from their acceptance of employment.
- 8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 8.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 8.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

**9.0.0 ERRORS and OMISSIONS**

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board office during regular business hours upon 30 days written notice.

**10.0.0 CLAIMS SUPPORT**

- 10.1.0 Each Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 10.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

**11.0.0 PRIVACY**

- 11.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

**APPENDIX A – HRIS File**

Each Board shall provide to the Trustees of the ETFO ELHT directly, or provide authorization through its Insurance Carrier of Record to gather and provide to the Trustees, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the ETFO ELHT and the employer representatives:

- a) complete and accurate enrollment files for all members, member spouses and eligible dependents, including:
  - i. names
  - ii. benefit classes
  - iii. plan or billing division
  - iv. location
  - v. identifier
  - vi. date of hire
  - vii. date of birth
  - viii. gender
  - ix. default coverage (single/couple/family)
- b) estimated return to work dates
- c) benefit claims history as required by the Trustees
- d) list of approved pre-authorizations and pre-determinations
- e) list of approved claim exceptions
- f) list of large amount claims based on the information requirements of the Trust
- g) list of all individuals currently covered for life benefits under the waiver premium provision
- h) member life benefit coverage information

**LETTER OF AGREEMENT #7****BETWEEN**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Elementary Teachers' Federation of Ontario  
(hereinafter called 'ETFO')**

**RE: Status Quo Central Items**Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008-12 local collective agreements, subject to modifications made during local bargaining in 2013. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

## Issues:

1. Student Supervision
2. Central Issues as they affect Occasional Teacher Workload
3. Days to Long Term Occasional
4. Formula for Daily Rate
5. Other Direct Compensation
6. Class Size for All Grades
7. Staffing Levels
8. Teaching Principals and Vice-Principals
9. Return to the Teacher Bargaining Unit
10. Job Security
11. Preparation Time
12. Scheduling of Professional/Learning/Development, mandatory training
13. Staff Meetings

**LETTER OF AGREEMENT #8****BETWEEN**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Elementary Teachers' Federation of Ontario  
(hereinafter called 'ETFO')**

**RE: Status Quo Central Items Requiring Amendment and Incorporation**

The following four central issues have not been modified during this round of collective bargaining and remain status quo. These provisions must be incorporated by local parties to align the terms of the 2012-14 MOU provisions with previously existing local terms. Below please find specific direction for local parties to ensure that the entirety of the provision is contained in the collective agreement, eliminating the need to refer to previous source documents.

**1. Short Term Paid Leaves**

2014-17 collective agreement terms shall incorporate the short term paid leave of absence provisions in the 2008-12 Collective Agreement and including modifications made during local bargaining in 2013, that utilized deduction from sick leave, for reasons other than personal illness. Such leaves shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Provisions should reflect any local limits to these leaves that were in place. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

**2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits**

If Teachers/Occasional Teachers were entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have

the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

### **3. Pregnancy Leave Benefits**

Where superior provisions exist, as a result of the meshing of the 2012 MOU with any superior provisions that existed in the 2008-2012 collective agreements, they must be incorporated into the common central provisions in Article 11.2 of Part A of this agreement and the resulting article placed in Part B of this agreement.

### **4. Salary, Wages and Direct Compensation**

Provisions related to salary, wages and direct compensation remain status quo to those in effect on September 1, 2014 except as amended by the Memorandum of Settlement between the parties dated November 2, 2015.

The four issues identified above shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

## **ETFO TEACHERS – PART B: LOCAL TERMS**

### **ARTICLE 1 - PURPOSE**

- 1.1 It is the purpose and intent of the parties to set forth terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.
- 1.2 Any amendments, deletions, additions and deviations to or in the clauses shall be made only by mutual consent of the parties in writing.
- 1.3 Both parties shall be bound by the Education Act, the Employment Standards Act, the Ontario Human Rights Code, and any other prevailing statutes governing education and employment in Ontario and Canada and the regulations there under.
- 1.4 Where legislation changes are made which directly affect any provisions of this agreement, upon request of either party, a meeting will be held to discuss clarification of the implications of the legislative changes.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 The Board retains the rights of management except as expressly limited by this collective agreement, including but not restricted to:
  - a) the right to hire, assign, appoint, suspend, promote, classify, create or remove positions.
  - b) the right to make, alter from time to time and enforce practices and procedures to be observed by the members. Such practices and procedures shall not be contrary to the terms of this agreement. Any exercise of this right which changes a practice or procedure shall be communicated to the Bargaining Unit before implementation of the proposed change(s).
  - c) the right to operate the schools in accordance with the Education Act of Ontario and the laws of Ontario and require all members to comply with same.
  - d) the right to discipline or discharge a member for just cause.

### **ARTICLE 3 - SCOPE AND RECOGNITION**

- 3.1 The employer being the Algoma District School Board (herein after referred to as the Board) recognizes the Elementary Teachers' Federation of Ontario (ETFO) (hereinafter referred to as the Union) as the Bargaining Agent for all members

employed by the Board in its elementary panel save and except occasional teachers.

- 3.2 The Union will inform the Board from time to time of the names of those who are authorized to act on behalf of the Union.
- 3.3 A member shall be defined as a person who is certified to teach by the Ontario College of Teachers, a member of the Bargaining Unit and employed by the Algoma District School Board. Such a member may be on an approved leave of absence or seconded for periods of time for other duties.

#### **ARTICLE 4 - QUALIFICATIONS**

- 4.1 A member is qualified to teach if they hold appropriate certification as determined by the Ontario College of Teachers and the Acts and Regulations.

#### **ARTICLE 5 - ACCESS TO INFORMATION**

- 5.1 A member will have access to their own personnel file upon request during normal office hours and in the presence of a Board designated representative.
- 5.2 The member will have the right to make copies of any material contained in such file or a member may designate in writing, a member from the Bargaining Unit to view or copy the file on behalf of the member.
- 5.3 The member may be charged reasonable costs for said copies at the discretion of the Manager of Human Resources.
- 5.4 The member may be accompanied by one other person who shall have access to the information contained in the file. Where a member authorizes in writing access to her/his personnel file by another person acting on the member's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 5.5 Nothing adverse shall be inserted into a member's personnel file without copies being sent to the member. The member has the right to request removal of adverse materials from their file.
- 5.6 The Board will not unreasonably deny a member's access to their personnel file.

#### **ARTICLE 6 - PROBATIONARY PERIOD**

- 6.1 A newly hired member shall serve a probationary period of two (2) years or to the completion of NTIP, whichever is first.
- 6.2 A newly hired member who has at least two (2) years experience in the four (4) years preceding hiring in another Ontario school board, shall serve a



probationary period of one (1) year.

## **ARTICLE 7 - RESIGNATION FROM EMPLOYMENT**

- 7.1 A member shall notify the Board in writing by November 30<sup>th</sup> of the member's intent to resign or retire effective December 31<sup>st</sup>.
- 7.2 A member shall notify the Board in writing by February 28<sup>th</sup> of the member's intent to resign or retire effective March 31<sup>st</sup>.
- 7.3 A member shall notify the Board no later than March 15<sup>th</sup> of the member's intent to resign or retire effective the end of that school year.
- 7.4 In accordance with the deadlines contained in 7.1, 7.2, and 7.3, a member who accepts a position which is not an occasional position with another school board, shall within 72 hours submit their written resignation to the Algoma District School Board.
- 7.5 Nothing herein prevents the member and the Board from mutually agreeing to a member's retirement or resignation at any time.
- 7.6 Notwithstanding clauses 7.1, 7.2, 7.3, 7.4 and 7.5, members eligible for retirement gratuity or service gratuity in this collective agreement must comply with resignation/retirement notice deadlines contained in those Articles.

## **ARTICLE 8 - SENIORITY**

- 8.1 As of January 1, 1998, the Algoma District School Board Elementary Seniority List shall be comprised of the melded seniority list of the six predecessor boards.
- 8.2 This list, dated April 28, 1998 has been prepared by the Union in accordance with legislation and has been approved by members and the Board and shall be the basis for future accumulation of seniority.
- 8.3 Subsequent additions to the list will be governed by the following:
  - a) Names of newly employed members shall be placed on the seniority list at the first opportunity. These members shall accumulate seniority from the first day they are required to report to work as a member under this collective agreement and an employee of the Algoma District School Board.
  - b) The seniority list shall contain all members covered by this collective agreement in decreasing order of seniority
  - c) Seniority shall be defined as a member's length of continuous employment with the Board in the elementary panel and shall accrue during the probationary period, paid leaves of absence such as Professional Leave,

DND and LTD, Political Leave, Federation Leave, Maternity and Adoption Leave, and special leave approved by the Board, except leave for a teacher who would otherwise have been laid off as per Article 21.

- d) Where seniority in 8.3 is equal the relative seniority status of each teacher will be determined by the following factors:
- i. All employment as an elementary teacher under permanent or probationary contract with a predecessor board(s) (Central Algoma, Chapleau, Hornepayne, Michipicoten, North Shore, Sault Ste. Marie) and the Algoma District School Board not already in 8.3 above in determination of seniority.
  - ii. Other employment as an elementary teacher under a permanent or probationary contract in Ontario.
  - iii. Employment as a secondary school teacher under a probationary or permanent contract with a predecessor board(s) (Central Algoma, Chapleau, Hornepayne, Michipicoten, North Shore, Sault Ste. Marie) and the Algoma District School Board.
  - iv. Other employment as a secondary school teacher under a permanent or probationary contract in Ontario.
  - v. Other employment as a teacher under a probationary or permanent contract in Canada.
  - vi. Other employment as a certified teacher.
  - vii. Lot conducted jointly by the parties.
- e) Members shall be required to submit proof of other employment as outlined in 8.3.d.i) to 8.3.d.vi) within 30 days of commencement of employment in order to have such employment counted towards placement on the seniority list.
- 8.4 Members on the seniority list shall accumulate one year of seniority for each year of employment as an elementary teacher with the Board.
- 8.5 Members with a partial timetable shall be considered fully employed for the purposes of seniority.
- 8.6 A seniority list will be posted by the Board in each school and workplace by November 30th. Any questions as to the accuracy of the seniority list must be submitted to the Manager of Human Resources and the President of the local

ETFO in writing within 45 days of the posting of the list. Failure to submit written objection within the specified time period shall result in the seniority dates being deemed correct.

#### 8.7 Deletions from the Seniority List

- a) A member's name shall be deleted from the Seniority List when:
- i) the member leaves the employ of the board;
  - ii) the member is laid off and selects severance instead of recall;
  - iii) the member's rights to recall have expired;
  - iv) the member is released for reasons other than layoff.
  - v) the member has died.

### **ARTICLE 9 - METHOD OF PAYMENT**

- 9.1 On September 3, 2003, members shall receive 3.84615% of the annual salary and will receive 3.84615% of the annual salary on every second Wednesday thereafter. (100% of salary to be paid to the member by August 31<sup>st</sup> of each school year.)
- 9.2 a) In the event of an overpayment of salary, the parties agree that the amount of overpayment will be repaid to the Board within twelve months from notification or by the date upon which the employee ceases to work (such as termination, retirement, resignations, lay-off, leave of absence) whichever comes first. Payment(s) will be made in equal biweekly installments of a minimum of \$100.00 per pay.
- b) In the event of underpayment of salary by the Board, the parties agree that the amount of underpayment will be paid to the member on the next regularly scheduled pay date.
- 9.3 a) The Board will provide direct deposit of salary for all members covered by this Collective Agreement to a bank or credit union within the jurisdictional area of the Board, according to the member's choice.
- b) If a member leaves the employ of the Board due to retirement or resignation before the end of the current pay year (August 31<sup>st</sup>) or takes pregnancy or parental leave during the current pay year, any outstanding remuneration due to the member will be calculated based on the member's daily rate of pay. The member shall be paid a salary according to the following formula:

$$\text{Annual Salary} \times \frac{\text{number of days which the member has worked}}{\text{total number of school days in the school year}}$$

Members retiring will receive any outstanding salary by their approved retirement date.

- c) Where a statutory holiday falls on a pay day, the Board shall pay on the last regular banking day prior to the statutory holiday.

#### **ARTICLE 10 - UNION DUES**

10.1 The Board will deduct for every pay period and for each member covered by this collective agreement, union dues, local levies and assessments. Dues and assessments deducted in accordance with this Article will be forwarded to the General Secretary of ETFO within thirty (30) days of the dues being deducted. The union shall inform the Board from time to time, of the amount of such dues, local levies, and assessments.

- a) The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned and dues, local levies, and assessments deducted.
- b) The current address of ETFO is 136 Isabella Street, Toronto, Ontario, M4Y 0B5
- c) The Union will inform the Board of any change in address for ETFO.

10.2 The member, the Bargaining Unit, and ETFO as the case may be, will indemnify and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of deductions authorized by ETFO and/or the Bargaining Unit.

#### **ARTICLE 11 - EXPENSES**

11.1 The Board will reimburse a member for approved expenses connected with an educational or teaching conference, convention, workshop or course or Board sponsored professional development activity attended by the member, at the request of the Board. It is expected that, where possible, members will carpool.

11.2 A member who is required to travel between schools as part of their teaching assignment shall be paid for such travel according to Board Policy.

11.3 In respect to other travel authorized by the Board, a member shall receive kilometrage from the Board in accordance with Board policy. It is expected that, where possible, members will carpool.

#### **ARTICLE 12 - VERIFICATION OF QUALIFICATIONS**

12.1 The Board will recognize for category placement the current QECO Programme and the placement of members in their respective salary category will be

determined in accordance with current QECO Programme.

12.2 The only statement acceptable for verification of category placement are:

- a) QECO Statements of Evaluation; or
- b) Student Evaluation Letters when accompanied by a valid Certificate of Qualification from the Ontario College of Teachers for teaching credentials earned in Ontario; or
- c) QECO Letters of Evaluation for Teachers on Interim Certificates of Qualification based on Teaching Credentials Earned Out of Province:

Teachers employed by the Board effective September 2001 or later, who have an Interim Certificate of Qualification as provided by the Ontario College of Teachers for teaching credentials earned out of province, will be placed in the salary category for which they are eligible as determined by the Letter of Evaluation as provided by QECO.

Such salary placement based upon this documentation will be effective the first day of the month following Board receipt of the Letter of Evaluation and will be for a period not to exceed twelve (12) calendar months after the effective date of appointment. These twelve (12) months will be extended for an appropriate period for member(s) who are part time.

- 12.3 It is the member(s) responsibility to provide verification of category placement to the Board.
- 12.4 The Bargaining Unit recognizes the right of the Board to request the member to submit proof of the basis upon which QECO granted the Statement or Letter of Evaluation, but only in such cases where that basis is not clear to the Board.
- 12.5 The Board will recognize during any school year to January 31<sup>st</sup>, inclusive, or within five (5) months of the date of first appointment, should it be later than the beginning of the school year, the evaluation statement which makes the member eligible for higher salary retroactive to the beginning of the school year, or later date of first appointment, provided that the member has completed educational responsibilities and requirements for upgrading prior to September 30<sup>th</sup>.
- 12.6 If the verification of category placement documents for courses completed prior to September 30<sup>th</sup>, are provided after January 31<sup>st</sup>, any salary adjustment will be effective the month following verification.
- 12.7 A member once placed on the grid in the member's salary category will be paid at that category whether or not the member is teaching the subject(s) making the member eligible for that category.

- 12.8 A member who qualifies for a higher salary by completing educational requirements after September 30th of any school year, will be paid the higher salary in that category effective the following school year upon verification of necessary documentation.
- 12.9 The category for those members employed by the Board on January 7, 1999 will continue to be recognized by the Board subject to alteration as a result of future changes in a member's qualifications.

### **ARTICLE 13 - TEACHING EXPERIENCE**

- 13.1 The total teaching experience accumulated by a member and recognized by the Board for placement on the grid on July 1, 1998 shall not be subject to revision and shall be the basis for further accumulation of teaching experience for grid purposes in subsequent years.
- 13.2 Full-time teaching experience as a certified teacher in or outside of Ontario in secondary or elementary schools will be recognized at a one-to-one ratio to the end of June of the previous school year in accordance with the salary schedule.

It is the member's responsibility to supply necessary documentation to the satisfaction of the Board.

- 13.3 For members hired effective after January 7, 1999, part-year or occasional teaching experience as a certified teacher with an Ontario School Board will be recognized by the Board. An allowance for part-year teaching experience will be paid giving salary credit as 1/10 of a year's experience for each twenty days of proven teaching experience up to the end of June of the previous school year.

If an Occasional Teacher completes a year Long Term Occasional position, it is recognized as a full year of experience credit.

Proof of such teaching experience must be certified by the Board with which the experience was gained and be submitted in a manner acceptable to the Algoma District School Board.

- 13.4 Members covered by this collective agreement shall have part time teaching experience which occurs after September 1, 1998 and which is with the Algoma District School Board recognized for placement on the salary grid at a rate of 1/10 of a year's experience for each twenty days of proven teaching experience up to the end of June of the previous school year.
- 13.5 The effective date for receipt of experience allowances shall be the beginning of the school year except as provided below:

In the event a new member fails to provide verification of experience by January

31<sup>st</sup> inclusive, or within five (5) months of the date of appointment should it be later than the beginning of the school year, any salary adjustment resulting from verification of experience within that school year shall be effective in the month following such certification.

13.6 Recognition of experience shall not have the effect of a total salary for any member that would pierce the maximum annual salary for the appropriate category level or grid.

### 13.7 New Hires

- a) For payroll purposes, the onus shall be on the member to provide verification of qualification, eligibility and experience in the case of first appointment with this Board, together with other documentary requirements prescribed by the Board, by August 1<sup>st</sup>, if the effective date of employment is the beginning of the next school year. Such information shall form the basis of the September salary payments.
- b) A member who enters employment with the Board after the beginning of the school year shall be paid the salary for which the member is eligible at the time of employment prorated for time worked based on the verification of qualifications, eligibility and experience documentation provided by the member.

## ARTICLE 14 - ALLOWANCES

- a) Board Wide Allowances: Co-ordinators, Consultants and Extra Degree Allowance

All members with system wide responsibilities appointed by the Board will also be paid an annual allowance in addition to their grid salary, as shown in Article 15 "Salaries and Area Allowances" (percentage increase to apply to all allowances).

Effective September 1, 2008 – 2%

Effective September 1, 2009 – 2%

Effective September 1, 2010 – 3%

Effective September 1, 2011 – 3%

- b) Extra Degree Allowance

- i) An allowance of \$800.00 shall be paid to all members of the Bargaining Unit who hold a post graduate degree at the Canadian Masters Level, or equivalent, or, an allowance of \$1,200.00 will be paid to all members of the Bargaining Unit who hold a post graduate degree at the Canadian Doctoral Level, or equivalent, so long as these degrees,

according to QECO evaluation, are not being used for grid placement. This allowance will have the effect of piercing the maxima of the salary grid for those members eligible to receive this allowance.

- ii) A member claiming this allowance will be required to furnish proof to the satisfaction of the Board.
- iii) Payment of the allowance will be made retroactive to September 1<sup>st</sup> or the first date of appointment provided satisfactory proof is submitted by January 31<sup>st</sup> inclusive or within five (5) months from the date of appointment should it be later than the beginning of the school year and provided that the member has completed the requirements for the extra degree prior to September 30<sup>th</sup>.
- iv) In the event that a member fails to provide satisfactory proof by January 31<sup>st</sup> inclusive or within five (5) months of their date of appointment should it be later than the beginning of the school year, any salary adjustment resulting from such allowance will be effective the month following such verification.

## ARTICLE 15 - SALARIES AND AREA ALLOWANCES

### 15.1 Salary Grids

#### ELEMENTARY TEACHER SALARY GRID SEPTEMBER 01, 2014

Year	A	A1	A2	A3	A4
0	40,575	43,843	45,280	49,406	52,116
1	43,262	46,918	48,549	52,867	55,660
2	45,945	49,988	51,820	56,331	59,204
3	48,630	53,067	55,096	59,797	62,751
4	51,315	56,146	58,360	63,260	66,294
5	54,002	59,223	61,632	66,722	69,836
6	56,687	62,300	64,903	70,185	73,379
7	59,373	65,372	68,173	73,649	76,923
8	62,059	68,453	71,440	77,108	80,467
9	64,742	71,527	74,713	80,573	84,009
10	67,428	74,606	77,987	84,037	87,554
11	71,179	74,606	77,987	87,499	91,096
12	74,606	74,606	77,987	87,499	94,638

**COORDINATOR ALLOWANCE** 6,639  
**CONSULTANT'S ALLOWANCE** 5,740



**ELEMENTARY TEACHER SALARY GRID SEPTEMBER 01, 2016**

Year	A	A1	A2	A3	A4
0	40980.75	44281.43	45732.8	49900.06	52637.16
1	43694.62	47387.18	49034.49	53395.67	56216.6
2	46404.45	50487.88	52338.2	56894.31	59796.04
3	49116.3	53597.67	55646.96	60394.97	63378.51
4	51828.15	56707.46	58943.6	63892.6	66956.94
5	54542.02	59815.23	62248.32	67389.22	70534.36
6	57253.87	62923	65552.03	70886.85	74112.79
7	59966.73	66025.72	68854.73	74385.49	77692.23
8	62679.59	69137.53	72154.4	77879.08	81271.67
9	65389.42	72242.27	75460.13	81378.73	84849.09
10	68102.28	75352.06	78766.87	84877.37	88429.54
11	71890.79	75352.06	78766.87	88373.99	92006.96
12	75352.06	75352.06	78766.87	88373.99	95584.38

**COORDINATOR ALLOWANCE** 6705.39  
**CONSULTANT'S ALLOWANCE** 5797.4

**ELEMENTARY TEACHER SALARY GRID FEBRUARY 01, 2017**

Year	A	A1	A2	A3	A4
0	41185.65	44502.84	45961.46	50149.56	52900.35
1	43913.09	47624.12	49279.66	53662.65	56497.68
2	46636.47	50740.32	52599.89	57178.78	60095.02
3	49361.88	53865.66	55925.19	60696.94	63695.4
4	52087.29	56991	59238.32	64212.06	67291.72
5	54814.73	60114.31	62559.56	67726.17	70887.03
6	57540.14	63237.61	65879.79	71241.28	74483.35
7	60266.56	66355.85	69199	74757.42	78080.69
8	62992.99	69483.22	72515.17	78268.48	81678.03
9	65716.37	72603.48	75837.43	81785.62	85273.34
10	68442.79	75728.82	79160.7	85301.76	88871.69
11	72250.24	75728.82	79160.7	88815.86	92466.99
12	75728.82	75728.82	79160.7	88815.86	96062.3

**COORDINATOR ALLOWANCE** 6738.917  
**CONSULTANT'S ALLOWANCE** 5826.387

## 15.2 Area Allowances

- a) In addition to the member's grid salary as determined by the member's qualification and experience, member(s) assigned to schools within the following geographic areas shall be paid the appropriate geographic area allowance:

Area	Sept. 1, 2016
Central Algoma	552
Chapleau	2207
Hornepayne	3311
Michipicoten	1656
North Shore	1103

## **ARTICLE 16 - BENEFIT PLANS**

In accordance with the Provincial Discussion Table (PDT) Agreement for the 2008-2012 Collective Agreement, The Algoma District School Board and the ETFO agree to apply the allocation to the Board as projected in Appendix 2 of the B10 memo dated August 18<sup>th</sup>, 2008 in the amount of \$57,798.00 effective September 1, 2010.

In the event that the Board cannot purchase these benefits with the funding enhancements available to it, the parties will meet to discuss alternatives.

The target improvements are as follows:

- 16.1 The Board is not the insurer of employee benefits. The terms and eligibility criteria of the insurer contract will prevail at all times. The Board shall provide a copy of the master policy to the Union.
- 16.2 Effective September 1, 2002, except as otherwise provided, all current benefit plans and conditions will be maintained with the following additions unless superceded by a new collective agreement.
- a) Enrolment in Plans
- i) Members and their dependants, if applicable, will be enrolled in the Extended Health and Dental plans unless they sign an exemption form.
  - ii) Members who have signed an exemption form may apply for coverage at a later date providing such coverage elsewhere has ceased.

Application must be made within thirty-one (31) days of cessation of coverage. Insurability will be at the sole discretion of the carrier.

- iii) Members who do not join these plans within thirty-one (31) days of cessation of coverage elsewhere are considered as late applicants. Late applicants must be approved by the carrier(s) and the Board. Late applications for dental coverage are subject to a one year waiting period from the date of the application.
- iv) All new members must join the basic Group Life Plan and the Long Term Disability Plan.

#### 16.2.1 Group Life Insurance Plan

The Board will contribute 100% of the costs of the premium. The value of the policy will be two (2) times the member's annual salary to a maximum of \$175,000.00 with a minimum level of \$75,000.00 for full-time members.

#### 16.2.2 Accidental Death and Dismemberment (AD&D) Insurance

The Board will contribute 100% of the costs of the premium. The value of the policy will be two (2) times the member's annual salary to a maximum of \$175,000.00, with a minimum level of \$75,000.00 for full-time members.

#### 16.2.3 Optional Additional Group Life Insurance

Optional Additional Group Life Insurance in units of \$10,000.00 to a maximum of \$200,000.00 will be made available to members of the Bargaining Unit in the Group Life Insurance plan. Such coverage will be at the member's expense and at the group rate. Amounts and insurability will be at the sole discretion of the insurance carrier.

#### 16.2.4 Optional Accidental Death and Dismemberment Insurance

Optional Accidental Death and Dismemberment Insurance in units of \$10,000.00 to a maximum of \$200,000.00 will be made available to members of the Bargaining Unit in the Group Life Insurance plan. Such coverage will be at the member's expense and at the group rate. Amounts and insurability will be at the sole discretion of the insurance carrier.

#### 16.2.5 Optional Spousal Life Insurance

Members of the Bargaining Unit who are enrolled in the Group Life Insurance plan may purchase Dependent Life Insurance in units of \$10,000.00 to a maximum of \$100,000.00. Such coverage will be at the member's expense at

the group rate. Amounts and insurability will be at the sole discretion of the insurance carrier.

#### 16.2.6 Dental and Extended Health Plans will be provided as follows:

The Board will contribute 100% of the premium cost of the plans as follows:

a) Dental Plan (improvements to plan to be effective the first day of the month following ratification):

Preventative services (including but not limited to examinations, x-rays, fillings, extractions, oral surgery, polishing, scaling, fluoride treatments, periodontal treatment, endodontics, denture relines and repairs, space maintainers, pit and fissure sealants).

- no deductible
- calendar year maximum - none
- fee guide - current ODA
- recall frequency - 9 months adult/ 6 months child (underage)

b) Extended Health Care Plan (improvements to plan to be effective the first day of the month following ratification):

The Board will contribute 100% of the costs of the premium.

- First \$1.00 of dispensing fee paid by member(s)
- expenses include but are not limited to:
  - pay direct drugs covered including those legally requiring a written prescription and certain life sustaining medication. Generic substitution applies unless physician indicates no substitution (Drug Formulary 3).
- smoking cessation \$500.00 lifetime
- fertility drug maximum \$2500.00
- Effective September 1, 2009 vision care \$375/per 24 months
- Effective September 1, 2010 payment for a routine Optometry Exam once every 24 months to a maximum of \$75.00
- Effective September 1, 2010 vision care \$400/per 24 months, subject to funding available as determined under Appendix 13 of the B10 Memorandum
- Effective September 1, 2010 laser eye surgery, \$1000.00 lifetime
- Effective September 1, 2010 Paramedical A: coverage limited to \$75.00/per visit/person with a maximum of \$1,250 per person/benefit year for chiropractor, physiotherapist, and massage therapist (Benefit Year September – August)
- Effective September 1, 2010 Paramedical B: coverage limited to \$75.00 per visit/per person with a maximum of \$1,000.00 per person/benefit year for Podiatrist/Chiropodists, Naturopath,

- Speech Therapist, Osteopath or Psychologists (Benefit Year September – August)
- semi private hospital accommodation capped at \$200.00 per day
  - private duty nursing - \$5,000.00 per 12 month period
  - ambulance included
  - hearing aids - \$1,000.00 per 4 year benefit year
  - out of country referral medical - \$10,000 lifetime maximum for services not available in Canada and with prior approval of the Insurance Company
  - out of country emergency medical - reasonable and customary expenses
  - Orthopaedic Shoes – maximum of \$250.00 towards the cost of one pair per year

All Extended Health Coverage assumes that the insurer will not pay for the cost of service(s) rendered unless they are performed after the provincial Medicare plan has paid its annual maximum benefit.

### 16.3 Long Term Disability (effective September 1, 2002)

The Long Term Disability Insurance Plan is owned by E.T.F.O. and the insurance carrier will be determined by E.T.F.O. The Board is not the policyholder of the Long Term Disability Insurance Plan nor will the Board be liable should a claim for long-term disability be denied.

The Board will assume the cost of administering a Long Term Disability Plan with 100% of the premiums to be paid by the teacher. The Board will administer the plan in the following manner as agreed to by E.T.F.O. and the Long Term Disability Insurance carrier O.T.I.P.:

- Deduct and remit premiums for all eligible teachers enrolled in the plan to the insurance carrier of the Long Term Disability Insurance Plan. Eligibility for enrolment in the plan is subject to the terms of the Long Term Disability Insurance Plan and the Board will not be held liable should a member of E.T.F.O. not be approved for enrolment in the plan.
- Advise the insurance carrier of any updates in salaries, additions of new members paying premiums, and deletions of members terminating from the plan.
- Forward to the insurance carrier a Notice of Prolonged Absence for any teacher absent 20 working days or more or any teacher who has notified the Board with medical documentation supporting a prolonged and continued absence from work due to illness or injury.

The plan includes the following:

Mandatory for all E.T.F.O. members with an option to terminate insurance coverage on the earlier of:

- a) The date the member is first entitled to at least a 66% unreduced service pension as verified through documentation supplied from the Ontario Teachers' Pension Plan Board, less the length of the elimination period, or
  - b) The end of the month in which a member attains age 65, less the length of the elimination period.
- All requests for termination of insurance coverage must be made in writing to OTIP accompanied by OTPP proof of entitlement to a 66% unreduced service pension, and/or proof of birth, whichever is applicable.
  - Availability of benefits subject to insurance carrier approval and not the responsibility of the Board.
    - Elimination period for LTD benefits of not more than 90 working days.
    - Once the plan is established, no changes that will increase the Board costs will be made during the term of the Collective Agreement except by mutual consent.

#### 16.4 Reinstatement

The Board agrees to reinstate with all seniority rights a member returning from a period of Long Term Disability, provided that the applicant is capable of meeting the essential duties of the job as certified by a qualified medical practitioner approved by the Board and meets the qualification requirements of the job.

#### 16.5 Retention of Benefits

- a) All benefits will be maintained in accordance with this agreement until superseded by a new agreement.
- b) (i) The parties agree that a member who is absent from duty because of illness and whose sick credits have expired, or is receiving Long Term Disability, will be entitled to retain coverage of benefits, subject to insurance carrier approval, until such time as the member is eligible to retire on a pension under the Teachers' Pension Plan Act, by prepaying the relevant premiums for the applicable period(s).
  - (ii) The parties agree that a member who is on leave of absence without pay for a period of up to two years and not while otherwise employed, will be entitled to retain coverage of benefits with the exception of Long Term Disability by prepaying the relevant premiums for the applicable

period(s).

(iii) Members on pregnancy/parental leave may carry Long Term Disability coverage for the duration of the statutory pregnancy/parental leave.

- c) In the event of the death of a member, the Dental and Extended Health Care coverage will be continued for the qualifying surviving members of the family to the end of the third month following the month in which the employee dies.
- d) All benefits shall be maintained in force during any period of legal strike and lockout provided the Local Bargaining Unit immediately assumes obligation for the payment of the total contributions for all benefits for the duration thereof, subject to the approval of the carrier.
- e) Upon retirement, members of the Bargaining Unit may elect to participate in the Board's retiree Extended Health and Dental Plans, at the group retiree premium rate, continuous to age 65 years. The cost of such coverage is to be borne entirely by the retired member.
- f) In the event of the death of a retired member, with coverage for extended health and dental, such coverage may be continued by the spouse to age 65 at the retiree's group premium rate. The cost of such coverage is to be borne by the spouse of the retired member.
- g) It is understood that Articles 16.12(c), (e) and (f) apply only if the coverage is available without affecting the group rate for active members.
- h) The Board agrees to provide an outline of all benefits provided for under this Article to each member of the Bargaining Unit.

## **ARTICLE 17 - STAFFING**

- 17.1 The Board will staff elementary schools in accordance with the Education Act and Ontario Regulations governing class sizes.
- 17.2 Nothing prevents the Board from providing additional staff for a school based upon local circumstances and the needs of the students.
- 17.3 Elementary Students Taught by ETFO Members:  
Where students are in elementary school programs, and the physical location of the class/grades normally considered to be in elementary schools changes, those students will continue to be taught the elementary curriculum by elementary teachers who shall retain membership in ETFO.

## **ARTICLE 18 - WORKING CONDITIONS**

## 18.1 Preparation Time

18.1.1 Preparation time shall be used for professional activities as determined by the teacher, and shall be assigned only during the Instructional Day, as defined in Article 18.7.

18.1.2 In addition to any Preparation time provided during Professional Activity Days or otherwise under this collective agreement, the Board shall ensure the following:

- a) Effective September 1, 2008, each teacher will receive 200 minutes of preparation time free from classroom instruction, supervision or other assigned duties, within each cycle of five (5) instructional days.
- b) Effective September 1, 2009, each teacher will receive 210 minutes of preparation time free from classroom instruction, supervision or other assigned duties, within each cycle of five (5) instructional days.
- c) Effective September 1, 2010, each teacher will receive 220 minutes of preparation time free from classroom instruction, supervision or other assigned duties, within each cycle of five (5) instructional days.
- d) Effective September 1, 2011, each teacher will receive 230 minutes of preparation time free from classroom instruction, supervision or other assigned duties, within each cycle of five (5) instructional days.
- e) Effective September 1, 2012, each teacher will receive 240 minutes of preparation time free from classroom instruction, supervision or other assigned duties, within each cycle of five (5) instructional days.

18.1.3 The Board will provide preparation time in blocks of no less than thirty (30) minute blocks. In exceptional circumstances, preparation time may be scheduled in blocks of no less than twenty (20) minutes.

18.1.4 Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.

18.1.5 Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-2009 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.

18.1.6 Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The Board may not use the aggregated additional minutes of preparation time to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.

18.1.7 Where a teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work, missed



preparation time shall be rescheduled as soon as administratively feasible, but no later than twenty (20) school days after the loss of the preparation time and in any event within the same school year.

18.1.8 Teachers on part-time assignment shall have their preparation time pro-rated, as per their teaching assignment.

18.1.9 The board shall ensure that aggregated preparation time will be maintained on a schedule which will be made available to the Local Union upon request.

## 18.2 Travel Time Between Work Locations, Daily

18.2.1 A teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations.

18.2.2 When traveling time occurs, it shall be exclusive of preparation time, and exclusive of the forty (40) minute lunch period. The Teacher shall be reimbursed for kilometrage at the Board rate.

## 18.3 Teacher in Charge

- a) A member may agree to act as a teacher in charge for a short time absence of a Principal or Vice-Principal. The term of any individual teacher in charge is limited to twenty (20) consecutive days and to not more than forty (40) days in a school year.
- b) If a member acts as teacher in charge, they shall be compensated at the rate of \$30.00 per day. An occasional teacher will be hired to assume the member's classroom responsibilities for the second consecutive day if the Principal/Vice Principal is out of the geographic area.  
(PDT % increases apply to teachers in charge)

Effective September 1, 2011 – 3%

- c) A teacher in charge shall not review or evaluate other members.

## 18.4 Lunch Break

Each member is entitled to a lunch break of a minimum of forty (40) consecutive minutes, free from assigned duties.

## 18.5 School Year

Subject to any change to the Education Act and Regulations which increases the minimum number of school days, the school year will not exceed one hundred

and ninety four (194) school days of which six (6) will be designated as Professional Activity days.

#### 18.6 Instructional Time

Effective September 1, 2009, each member with a full-time assignment in elementary schools shall be assigned to provide instruction to pupils for a maximum of one thousand three hundred and forty minutes (1290) per week.

Effective September 1, 2010, each member with a full-time assignment in elementary schools shall be assigned to provide instruction to pupils for a maximum of one thousand three hundred and twenty minutes (1280) per week.

Effective September 1, 2011, each member with a full-time assignment in elementary schools shall be assigned to provide instruction to pupils for a maximum of one thousand three hundred minutes (1270) per week.

Effective August 31, 2012, each member with a full-time assignment in elementary schools shall be assigned to provide instruction to pupils for a maximum of one thousand two hundred and sixty minutes (1260) per week.

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

#### 18.7 Supervision

Supervision time shall be defined as the time a teacher is assigned to supervise students outside the Instructional Day as defined in Article 18.6, unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the Instructional Day as defined in Article 18.6

For greater certainty, supervisory duties include assigned duties such as yard duty, hall duty, bus duty and lunchroom duty and other assigned duties undertaken before the start of opening exercises or the start of instruction in the morning, whichever comes first, and the commencement of classes following the lunch/nutrition break(s) or after the Instructional Day as defined in Article 18.6.

- i) Effective May 14, 2009, the maxima of supervision minutes for elementary teaches will be eighty (80) minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.
- ii) Teacher on part-time assignments shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.
- iii) The parties agree that the appropriate Superintendent and the President

of the Local will meet to discuss procedures for the implementation and monitoring of school supervision schedules.

- iv) The Board shall ensure that supervision is assigned on as equitable a basis as possible.

#### 18.8 Professional Activity Time

- a) Effective 2010-2011, two Professional Activity Days will be designated for the purpose of assessment and completion of report cards: one prior to the first reporting period and one prior to the second reporting period. No more than two Professional Activity Days shall be designated for the purpose of assessment and completion of report cards.

#### 18.9 Occupational Health and Safety

The Board, the Union and its members will comply with the provisions of the Occupational Health and Safety Act and Regulations as it may be amended from time to time.

18.9.1 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.

#### 18.10 Staff Meetings

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

#### 18.11 Harassment

The Board has an obligation to provide a harassment free working environment for employees, parents/guardians, students, volunteers or any other person on Board property or engaged in Board-sponsored activities or in any other work related activities.

#### 18.12 Extra Curricular Activities

The Board and the Union recognize the importance of extra curricular activities. Both parties recognize that the involvement of Union members in extra curricular activities is voluntary unless directed by legislation.

#### 18.13 Peer Coaching and Mentoring

Except as otherwise required in the Education Act or in regulations, 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.

### **ARTICLE 19 - SERVICE GRATUITY**

A member hired on contract on or after September 1, 1998, will be entitled to benefit from the following plan, subject to the terms described below:

- a) A member will upon successful completion of his/her probationary period, be enrolled in the Service Gratuity Plan.
- b) The Service Gratuity Plan will generate a one-time service gratuity payment of \$5,500.00 which may be deposited into an RRSP in the member's name and at the member's discretion and will be paid in the month following ten (10) years of continuous employment..
- c) In order to qualify for a service gratuity the member's last period of ten (10) years continuous employment must have commenced on or after September 1, 1998.
- d) When a member resigns or is terminated, and the member has less than ten (10) years continuous employment, the Board shall cancel the member's enrolment in the Service Gratuity Plan and the member shall have no entitlement under this plan.

### **ARTICLE 20 - VACANCIES**

20.1 A vacancy in the bargaining unit is created when a bargaining unit member resigns, retires, transfers, dies, is promoted out of the bargaining unit, or if a new permanent position is created, subject to Article 22 (Step 20).

- a) Only those vacancies described in 20.2(a) will be posted.

20.2

- a) Vacancies occurring during the Spring staffing process:

Vacancies occurring during the Spring staffing process described in Article

22 will be posted during the staffing process. Subsequent rounds of posting will contain those positions which are open as a result of the movement of successful applicants from the first posting. A list of all the known vacancies will be posted in each elementary school of the Board and each work location for a period of five (5) school days.

b) Vacancies occurring after Step 17 and effective before January 31<sup>st</sup>:

If a vacancy occurs after Step 17 of the staffing process and has an effective date before January 31<sup>st</sup>, it will be filled, subject to qualifications and seniority by:

- i) Members with partial contracts at the same location as the vacancy;
- ii) Members with geographic recall rights (until September 30<sup>th</sup>);
- iii) Members on a geographic Leave of Absence;
- iv) Members on a Recall List;
- v) New hires, wishing to increase their contract;
- vi) External hires, who will become regular members covered by this collective agreement.

c) Vacancies which are effective on or after January 31<sup>st</sup>:

Vacancies on or after January 31<sup>st</sup> shall be filled as in Article 20.2b. An occasional teacher shall be placed in the position until the last day of classes when the hired teacher will then move.

d) Vacancies which are the result of death:

If a vacancy is the result of death which occurs at any time during the school year, an occasional teacher from the occasional teachers' unit may be used to fill the position on a temporary basis for the remainder of that school year. However, the position will be filled by September of the next school year, through the regular staffing process as per Article 22.

20.3 Any member of the Bargaining Unit has the right to apply for a posted vacancy for which the member is qualified. Applications for posted vacancies will be in writing on forms prescribed by the Board. Interviews will be held where warranted.

20.4 The assignment posted may not necessarily be the same as the assignment that is vacated within the school. A member successful in a posting will be assigned to that school for subsequent organizational purposes for the coming school year.

20.5 Members successful in job postings will be responsible for any cost of travel or relocation.

**ARTICLE 21 - TRANSFERS**

- 21.1 A member who wishes to be considered for a transfer for the next school year, will apply on the Transfer Notification Form (Form A) to the appropriate superintendent by March 1<sup>st</sup>.
- 21.2 A member, whose transfer request has been granted for the next school year will be notified at Step 6 of the Spring Staffing Process in Article 22.

**21.3 Board Initiated Transfers**

Transfers may be carried out at any time during the school year. If it becomes necessary to transfer a member, the Board will endeavour to place the transferee in a position which is mutually satisfactory to both parties. The following steps shall apply:

- a) Members shall be advised of the right to seek advice and assistance of a Bargaining Unit representative in transfers under this Article not initiated by the member.
  - b) Members involved in these transfers shall be informed five (5) school days in advance of the transfer.
  - c) Should a vacancy occur in the school from which the member was transferred, the member may request to be returned to that school.
  - d) A member transferred from one worksite to another or from one work assignment to another in the same worksite, after September 1<sup>st</sup>, effective within the same school year, will receive one preparation day to facilitate the change in location.
- 21.4 A member cannot be transferred from one school to another school that is greater than 100 kilometers distance without the agreement of the member.
- 21.5 Member initiated transfers (voluntary transfers) will be at the member's expense.
- 21.6 Moving and relocation expenses for members under a Board initiated transfer, where the member relocates their household from one geographic area to another, will be assisted at a rate of 50% of the actual cost of moving the member's household goods to a maximum of \$1,000.00 based on original receipts submitted to the Board.
- 21.7 Mutually acceptable exchanges may be arranged with the agreement of the members, principals and appropriate Superintendent, provided necessary qualifications are held.

- 21.8 Staff may be transferred at any time by mutual consent.
- 21.9 Board Initiated Transfer related to school or class closure, in the event of school or class closure, staff will be informed by Step 4 of the Staffing Process in Article 22.

## **ARTICLE 22 - SURPLUS/STAFFING/RECALL**

### 22.1 Step 1

Based on needs and projections as identified by the Board in the district wide organization and in consultation with the Union, a minimum of five (5) percent of the members will be identified as excess to the system and removed from the list of members who are to be placed into positions during the staffing process. The identified member(s) will be the least senior members in the district. For clarity, these members may not post or transfer during the staffing process.

A list of the names of members who may be excess to the system will be posted by the Board in each school and work site where there are elementary teachers assigned.

### 22.2 Step 2

The Principal of each school shall be responsible for staffing JK to Grade 8 based on the allocation given to the school and the final school organization. The Principal shall staff according to qualifications and seniority in the Board.

Members on a statutory Maternity/Parental Leave, sick leave, or LTD will be included in the staffing complement of the school to which they were previously assigned.

The Principal will identify the least senior member(s) subject to qualifications who are surplus to the school. Members declared surplus to the school will be notified of their surplus status in an interview with the Principal.

Surplus members may provide information for consideration with respect to their placements by completing a Surplus Placement Consideration Form (Form B). Placement by the Board will be subject to availability of vacancies, qualifications, and seniority.

Should a member elect to take the place of the least senior member and be declared surplus, the member will be placed in a vacant position within the geographic area, subject to seniority and qualifications.

Each school will have a School Committee. The Committee will consist of the

Principal and Vice Principal, the School steward and a maximum of two (2) other teachers elected from the teaching staff within the school.

The School Committee shall meet to review and discuss staff assignments (JK to 8). The Principal will inform the Committee of the final assignments prior to making a formal announcement to staff. It is understood that the Education Act gives the Principal final authority for staffing the school.

Step two (2) of the Staffing Process will be completed no later than April 8<sup>th</sup>. If the April 8<sup>th</sup> completion date is not reasonable, then both parties can mutually agree to extend the completion date.

### 22.3 Step 3

The Board will endeavour to determine changes in class designation prior to Step 3.

a) The Board shall post and fill in accordance with the provisions of Article 20, the following vacant special positions:

- Special Education Resource Teacher (SERT)
- Itinerant Teacher of Deaf/Blind
- Congregated Class
- Special Assignment
- French Second Language (FSL)
- Native Second Language (NSL)
- Instructional Leads (IL)
- Positions of Added Responsibility (PAR) (Co-ordinators/Consultants)
- Section 23 Class
- Other created special positions
- Grade 7 and 8 Visual Arts located in Grade 7-12 sites
- Grade 7 and 8 Drama located in Grade 7-12 sites
- Grade 7 and 8 Music located in Grade 7-12 sites
- Grade 7 and 8 Physical Education and Health located in Grade 7-12 sites
- Grade 7 and 8 Design and Technology located in Grade 7-12 sites.

The parties may mutually agree to designate other positions as special positions.

b) When the Board allocates fewer PAR or Special Assignment position(s), there will be a competition among incumbents for remaining position(s). This competition will only occur when the allocation is reduced for multi-incumbent positions and no natural attrition has occurred. The position(s) for which the incumbents compete may not be the same as the original position(s). Applications will be in writing in a format prescribed by the



Board. Interviews will be held among the applicant incumbents. Members successful in the competition will be responsible for any cost of travel or relocation. Any unsuccessful incumbent will be placed in a school in Step 4.

#### 22.4 Step 4

- a) Vacant positions as a result of Step 1, 2, and 3, will be reviewed a minimum of twenty-four (24) hours in advance, with the ETFO Algoma President and/or the ETFO Algoma Vice-President.
- b) The Board will staff the following in seniority order and qualifications:
  - Member funded leaves,
  - Long term leaves without pay,
  - Long term federation leaves,
  - Members declared redundant from Positions of Added Responsibility (PAR) positions,
  - Members declared surplus to their schools as a result of reorganization or school/class closure based on seniority and qualifications,
  - Board Initiated Transfers (excluding Article 21.9) may also be considered at this step with mutual agreement of the Union to the initiation of the transfer period.
- c) Members surplus to the school will be placed in vacant positions within the geographic area on the basis of seniority and qualifications.
- d) Surplus members may provide information for consideration with respect to their placement by completing a Surplus Placement Consideration Form (Form B). Within one school day, surplus members must submit the Surplus Placement Consideration Form (Form B) to the appropriate Superintendent. Placement by the Board will be subject to vacancies, qualifications, and seniority.

#### 22.5 Step 5

The Board will assign member(s) changing to or from part-time positions in accordance with Article 23.

#### 22.6 Step 6

The Board will staff member transfer requests, if positions are available, subject to seniority and qualifications.

#### 22.7 Step 7

The District Review Committee will meet to review the results of each Step.

The District Review Committee will be comprised of three representatives from the Board and three representatives of the local ETFO executive. The District Review Committee's mandate will be to review from time to time, the results of the Surplus/Staffing/Recall process.

#### 22.8 Step 8

In the event that no, or insufficient vacant positions exist within the geographic area, the Board shall place members in positions within the geographic area on the basis of seniority and qualifications, so that the least senior member(s) in the geographic area are surplus to the geographic area, subject to qualifications.

#### 22.9 Step 9

First General Posting: The Board will post and fill vacant positions in accordance with the provisions of Article 20.

#### 22.10 Step 10

Second General Posting: The Board will post and fill by June 1<sup>st</sup> the vacant positions in accordance with the provisions of Article 20. If the June 1<sup>st</sup> completion date is not reasonable, then both parties can mutually agree to extend the completion date.

#### 22.11 Step 11

- a) The ADETFO President and/or Vice-President and Superintendent responsible for staffing will meet to review the results of Steps 9 and 10. In addition, the ADETFO President and/or Vice-President and Superintendent responsible for staffing will review a list of remaining vacancies and a list of those surplus members who do not have a position (District Surplus List). This list will not include those members declared excess to the district at Step 1.
- b) Each member on the District Surplus list will receive a Restricted Vacancy Form (Form D). Within one school day, members must respond indicating their preferred considerations in order of priority if vacancies exist.
- c) The Board shall place members on the District Surplus List into vacant positions within the district on the basis of seniority and qualifications.
- d) Any surplus member who does not acquire a position at this step will have the option of taking a one year leave of absence with geographic area rights or being

laid off. Members laid off will be given notice of layoff no later than June 15<sup>th</sup> and be placed on the Recall List if the member elects Recall in accordance with Article 22.19.

- e) The ADETFO President and/or Vice-President and Superintendent responsible for staffing will meet to review Article 22.11 Step 11(b).

#### 22.12 Step 12

The Board shall place members excess to the system into vacant positions within the system on the basis of seniority and qualifications so that the least senior member in the system is excess subject to qualifications.

#### 22.13 Step 13

If any vacancies remain unfilled, the Board will staff from the Recall List. Staffing from the Recall List will be in order of highest seniority subject to qualifications in accordance with Article 22.19 to 22.24.

#### 22.14 Step 14

Members who have been declared surplus to their school and who have been placed in a geographic area, shall have the right to return, subject to seniority and qualifications, to positions which are additions to staffing complement and which become available prior to September 30<sup>th</sup> in the following school year only, in the geographic area from which they were displaced. It is understood that the position that becomes available may not be the position which is vacated, subject to reorganization of the school by the Principal.

#### 22.15 Step 15

Subsequent to commencement of school in September the Board will review district-wide organization and the number of staff allocated to schools and may reorganize schools and staff assignments based on changes in needs and/or enrollment.

#### 22.16 Step 16

In the event that the Board finds itself in a situation where there are members to be laid off for December 31<sup>st</sup>, the Board will given notice of lay off no later than November 30<sup>th</sup>. Subject to qualifications, the member(s) laid off will be the least senior member(s). Member(s) laid off will be placed on the Recall List if the member elects Recall in accordance with Article 22.

## 22.17 Recall:

The Board shall establish and maintain a list of all members who are laid off and have elected recall, called the Recall List. At the time of receipt of notice of lay off, a member who has been laid off will have the option of electing to be placed on the Recall List or to elect severance allowance which shall be payable on the date of termination in accordance with the requirements of the Employment Standards Act.

22.18 Members who have been laid off and elected to be placed on the Recall List shall be recalled to open positions based on seniority and qualifications for a period of up to twenty six (26) months and to the end of reorganization in the final year of eligibility for recall from the date of lay off and shall be reinstated as though there had been no interruption in service for the purpose of seniority. Time spent on the Recall List shall not count towards the requirements of the probationary period. Recognition of service for increment purposes shall not be granted for the period of time spent on the Recall List.

22.19 While on the Recall List, laid off members shall be entitled to continue to be enrolled in benefit plans in which the members were enrolled immediately prior to being laid off, subject to insurance carrier approval, with full costs paid by the member. LTD coverage shall not be available to members on the Recall List.

22.20 Members who are eligible for recall shall be responsible for filing their most recent personal email, address and telephone number(s) with the Board.

22.21 When a position becomes available for which the member has seniority and qualifications, the Board shall contact the member being recalled by personal email and offer the position. Should the Board be unable to contact the member by personal email, the offer shall be made by telephone. The member(s) so notified must advise the Board of their intention to return to work within three (3) business days by personal email or telephone, unless the member and Board agree to an alternative date. Members are responsible for contacting Human Resources with their current personal email address and telephone number. Failure to respond to the personal email or telephone correspondence will result in the member's name being removed from the list.

22.22 No new employee will be hired by the Board until all members on Recall have been given consideration for recall, based on qualifications and seniority.

## 22.23

a) A member who was full time prior to being laid off shall have the right to refuse recall to a part-time position without penalty.

b) A member on the Recall List has the right to refuse recall to a position outside

of their geographic area without penalty.

22.24 Teachers who remain unplaced by August 31<sup>st</sup> shall be placed in available positions in reverse seniority order, providing they are qualified for the position.

### **ARTICLE 23 - PART-TIME ASSIGNMENTS**

23.1 The Board may appoint part-time members according to the needs of the system.

23.2 A member of ETFO on part-time assignment is a member employed on a regular basis for other than full-time duty.

23.3 A member with a part-time assignment may, prior to March 1<sup>st</sup>, request a full-time assignment commencing the following school year, and shall be granted a full time assignment on the basis of seniority and qualifications.

23.4 A member with a full-time assignment may, prior to March 1<sup>st</sup>, request a part-time assignment commencing the following school year, and shall be granted a part-time assignment based on seniority, qualifications and program needs.

23.5 A member on part-time assignment shall be paid according to the salary schedule and allowances in this collective agreement prorated, for the time worked. Prorated will mean the proportion of the year worked by the member in relation to a full-time assignment.

Notwithstanding the foregoing, members with an assignment of half time (.5) or greater will not have their area allowance prorated, except where the member has commenced work after the start of the school year.

23.6 A member on part-time assignment will receive all leaves including sick leave on a prorated basis. Prorated will mean the proportion of the year worked by the member in relation to a full-time assignment.

23.7 A member on part-time assignment shall have the right to participate in all benefit plans subject to insurance carrier approval. The Board's contribution to benefit premiums will be made as if the member were on a full-time assignment.

23.8 A member on part-time assignment shall receive credit for teaching experience prorated based on the member's part-time assignment.

23.9 For the purposes of seniority, a member on part-time assignment shall be deemed to be on full-time assignment.

23.10 A member on part-time assignment shall be assigned preparation time on a prorated basis.

Prorated will mean the proportion of the year worked by the member in relation to a full

time assignment.

## **ARTICLE 24 - EVALUATION**

24.1 No member of the Union shall be required to evaluate another member's competence.

## **ARTICLE 25 - BEREAVEMENT LEAVE**

25.1 Bereavement Leave shall be granted upon application to the Principal without loss of pay or sick leave credits as follows:

- a) up to five (5) days for the funeral of a member's child, father, mother, brother, sister, spouse, common law or same sex partner, guardian, mother-in-law, father-in-law, step-parents
- b) up to three (3) days for the funeral of a member's fiancé/fiancée, grandparent (of member or spouse), brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, step-parents

## **ARTICLE 26 - COMPASSIONATE LEAVE**

26.1 Compassionate Leave - Type 1

- a) Compassionate leave shall be granted without loss of pay or sick leave credits for a severe illness of the member's father, mother, brother, sister, child, spouse, common law or same sex partner, guardian, which will be considered one involving major surgery or one in which immediate concern is expressed by a doctor for the life of the patient. The Board reserves the right to request the member to provide proof of the need for the leave.
- b) Compassionate leave for those situations under Type 1 will be provided to a maximum of five (5) school or working days per school year.
- c) Any request for leave beyond five (5) school or working days may be taken as a personal leave request and will be subject to Board approval as per Article 27 and/or Article 28.
- d) Member request for Compassionate Leave Type 1 will be made through the Principal or immediate supervisor to the Manager of Human Resources or designate. Where possible, requests for compassionate leave will be made in writing, in advance. In emergencies, a telephone call, confirmed later in writing, is acceptable.

26.2 Compassionate Leave - Type 2

A member may apply through the Principal to the Manager of Human Resources, on the appropriate leave form, for up to two days without loss of pay or sick leave for attending to the medical needs of the members' immediate family (father, mother, child, spouse, common law or same sex partner).

## **ARTICLE 27 - PERSONAL LEAVE TYPE 1**

Upon application to the Manager of Human Resources, through the principal/immediate supervisor, personal leave may be granted as set out below. The purpose of such leave is to allow members to attend to matters of personal importance which cannot be attended to in any other way.

- a) Upon provisions of reasons satisfactory to the Manager of Human Resources one day may be granted with pay. (see attached Appendix)
- b) One additional day may be granted upon application of the member to the Manager of Human Resources, provided the member reimburses the board via payroll deduction at the occasional teacher daily rate of pay regardless of whether one is used or not.
- c) Nothing prevents a member from applying for additional personal day(s) for attending to personal needs outside of the geographic area where the member lives. Such days may be granted under this clause, and if granted, the member agrees to reimburse the Board via payroll deduction at the occasional teacher's daily rate of pay regardless of whether one is used or not.
- d) Personal leave shall not be granted to extend a statutory holiday or vacation period. The Superintendent of Education may, in exceptional circumstances waive this restriction.

### **The following effective September 1, 2003:**

27.1 The Board will grant, subject to the note below, upon application to the Manager of Human Resources, through the Principal/immediate supervisor, one (1) personal leave day per school year (prorated for part time members) for the reasons set out below:

- a) Death not covered by bereavement leave
- b) Wedding of immediate family member (brother, sister, child, parent)
- c) Wedding in which the teacher is a member of the wedding party or participating in the nuptials
- d) Surgery/hospitalization of family member not covered by Compassionate Leave Type 1 or Type 2
- e) Convocation of teacher's immediate family member (spouse, parent, child,

- brother, sister)
- f) Legal appointment requiring the attendance of the member
- g) Required court attendance for the member
- h) Court attendance with member of immediate family member (spouse, parent, child, brother, sister)
- i) Medical appointment with immediate family member (spouse, parent, child, brother, sister)

Note: Where more than one member of a worksite requests personal leave for the same day, the granting of personal leave will be subject to program needs and/or the availability of coverage.

27.2 A member may, for special circumstances not described above, apply for leave under this Article. Such leave may be granted at the sole discretion of the Board.

27.3 Where possible, applications for personal leave must be submitted on the appropriate leave form at least two weeks in advance of the requested date of leave.

27.4 Personal leave will not be granted to extend a statutory holiday or vacation period. The Superintendent of Education, may, in exceptional circumstances, waive this restriction.

## **ARTICLE 28 - PERSONAL LEAVE TYPE 2**

**The following effective September 1, 2003:**

28.1 The Board may grant, subject to the note below, upon application to the Manager of Human Resources, through the Principal/immediate supervisor, one (1) personal leave day per school year (prorated for part time members) for the reasons set out below:

- a) Wedding of family member not covered by Type 1
- b) Accompanying child for tournament, contests, competition and awards
- c) Accompanying child for attendance at sports and speech awards

Type 1 Personal Leave reasons are listed below as they may be used to request Type 2 Personal Leave:

- i) Death not covered by bereavement leave
- ii) Wedding of immediate family member (brother, sister, child, parent)
- iii) Wedding in which the teacher is a member of the wedding party or participating in the nuptials
- iv) Surgery/hospitalization of family member not covered by Compassionate Leave Type 1 or Type 2
- v) Convocation of teacher's immediate family member (spouse,



- parent, child, brother, sister)
- vi) Legal appointment requiring the attendance of the member
- vii) Required court attendance for the member
- viii) Court attendance with member of immediate family member (spouse, parent, child, brother, sister)
- ix) Medical appointment with immediate family member (spouse, parent, child, brother, sister)

All Type 2 Personal Leave, if granted will be paid for by the member via payroll deduction at the cost of an occasional teacher whether one is used or not.

Note: Where more than one member at a worksite requests personal leave for the same day, the granting of personal leave will be subject to program needs and/or the availability of coverage.

- 28.2 A member may, for special circumstances not described above, apply for leave under this Article. Such leave may be granted at the sole discretion of the Board.
- 28.3 Where possible, application for personal leave must be submitted on the appropriate leave form at least two weeks in advance of the requested date of leave.
- 28.4 Personal leave will not be granted to extend a statutory holiday or vacation period. The Superintendent of Education, may, in exceptional circumstances, waive this restriction.

#### **ARTICLE 29 - CONFIDENTIAL LEAVE**

- a) Upon application through the Principal to the Manager of Human Resources or designate, a confidential leave of one day per school year shall be granted subject to the availability of a qualified occasional teacher, if one is required. The teacher going on leave shall reimburse the board via payroll deduction for the cost of an occasional teacher if one is used.
- b) The purpose of such leave is to allow the member to attend to matters of emergency, which in the judgement of the member cannot be addressed in any other way.
- c) Under no circumstances shall such leave extend a statutory holiday or vacation period.

#### **ARTICLE 30 - POST SECONDARY GRADUATION LEAVE**

Post secondary graduation leave will be granted to a member with no loss of pay to attend the member's convocation from a certified and recognized post secondary institution, upon application to the Manager of Human Resources.

Such leave shall be for the day of the graduation only and shall be limited to one day.

#### **ARTICLE 31 - EDUCATIONAL EXAMINATION LEAVE**

On application through the Principal, a member shall be granted a leave of absence for one day per school year for the purpose of the writing of an educational examination that provides for the advancement of the members academic or professional qualifications and education. Such leave of absence shall be with no loss of pay and shall be for the day of the examination only.

#### **ARTICLE 32 - COURT ATTENDANCE/JURY DUTY**

- 32.1 a) A member required by subpoena to appear as a witness in a court case shall be granted a leave of absence with pay and no loss to accumulated sick leave.
- b) A member who is subpoenaed to appear as a witness in a court case and who is a party to the action will be granted a leave of absence without pay.
- 32.2 a) A member required to serve on a jury shall be granted a leave of absence with pay and no loss to accumulated sick leave for the period requested by the court.
- b) All pay, excluding travel, meal and accommodation expenses received from the court for such appearances shall be returned to the Board.

#### **ARTICLE 33 - QUARANTINE**

A member will be granted a leave of absence with pay and without loss of sick leave as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending his/her duties.

The onus will be on the member to provide appropriate documentation (Medical Officer of Health Certificate) to the Board as soon as practically possible.

#### **ARTICLE 34 - PATERNITY LEAVE**

A member shall be entitled to a leave of absence for up to two (2) days without the loss of salary or accumulated sick leave to attend to the responsibilities related to the birth or adoption of the member's child. These days do not need to be consecutive.

#### **ARTICLE 35 - MEMBER ADMINISTRATION LEAVE**

- a) A member may be appointed to a position as a principal or vice-principal

for up to one school year less a day and such member so appointed may perform all duties of a Principal or Vice Principal save the formal written performance evaluation of other members. For further clarity it is understood that an acting Principal or Vice-Principal will not participate in any evaluation of an ETFO member.

- b) The member shall remain a member of the Bargaining Unit.
- c) A member may be appointed in this manner more than once, provided that the total terms of appointment do not exceed one school year less a day.

### **ARTICLE 36 - MEMBER FUNDED LEAVE (DEFERRED SALARY PLAN)**

- 36.1 Member funded leaves will be individually limited to one (1) leave every five (5) years.
- 36.2 The leaves shall not impede the efficient operation of the school system or the surplus procedures under the agreement.
- 36.3 The granting of leaves shall be governed by the following criteria:
  - a) The member is on contract with the Board and is not a probationary teacher.
  - b) The member declares that, except for emergency circumstances, they intend to serve the Board to the end of the plan.
- 36.4 Member funded leaves shall be funded by the member through salary hold back with the leave taken at the end of the period of salary hold back.
- 36.5 The following provisions shall apply:
  - a) A member shall make written application to the Board on or before March 1<sup>st</sup> of the school year prior to that in which the member funded leave is to commence, requesting approval for participation in the plan and specifying the salary deferral desired.
  - b) The terms of the plan will be as follows:
    - i) four (4) school years funded at 20% salary with leave in the fifth year;  
or
    - ii) three (3) school years funded at 25% salary with leave in the fourth year.

- c) Acceptance, rejection or deferral of the application shall be in writing setting out the terms and conditions of the acceptance or explaining the reasons for rejection or deferral by May 15<sup>th</sup>.
- 36.6 The withheld salary and accrued interest shall be paid to the member during the period of the leave either in one lump sum payment or through the regular biweekly payroll. Arrangements for the method should be made directly through the payroll department.
- 36.7 The Board shall pay the employee benefit contributions as required by Article 16 of the agreement on behalf of the member during the period of the funded leave. The member shall pay the member's portion in order to maintain full coverage. Arrangements for payment of benefit contributions will be made prior to the commencement of leave. Any member who has not made payment or who has not made arrangements, satisfactory to the Board, for payments of the premiums prior to commencing the leave will have the member's benefits coverage terminated for the period of the leave of absence.
- 36.8 While a member is on funded leave, no additional sick leave time shall be granted or accumulated.
- 36.9 While a member is on funded leave, no additional teaching experience shall be granted or accumulated.
- 36.10 A member granted funded leave shall be eligible, upon return to duty, to a salary in accordance with the member's experience.
- 36.11 At the conclusion of the leave, a member shall be assigned to a comparable position to the member's previous position within their geographic area subject to staffing, surplus and redundancy procedures.
- 36.12 A member granted funded leave shall continue to accrue seniority and retain full seniority rights for the duration of the leave.
- 36.13 If the member is declared surplus to the elementary system during the period of the leave or salary holdback, the Board shall pay to the member the full amount of the withheld salary and accrued interest up to that time in a manner determined by the Board in consultation with the member.
- 36.14 If the member should die prior to taking leave, the money withheld and interest accrued shall be paid to the estate of the deceased on a date and in a manner determined by the Board in consultation with the executors and administrators of the estate.
- 36.15 A member or the Board may withdraw from the plan at any time prior to taking the leave, provided that written notification is given to the other party at least eight (8) months prior to the commencement of leave. Withdrawal from the

funded leave at any other time prior to the commencement of the leave would require mutual agreement.

36.16 Once a member has entered into a funded leave agreement with the Board, no alteration may be made to the plan except to withdraw entirely from the plan.

36.17 Teachers' Pension Plan contributions shall be in accordance with Teachers' Pension Plan Board regulations.

## **ARTICLE 37 - FEDERATION LEAVES**

### **37.1 General Shall Days**

- a) At the request of the Bargaining Unit, the Board shall grant a leave for the following purposes:
- provincial federation business
  - training
  - professional development
  - conferences
  - executive leave
  - local bargaining unit business
  - collective bargaining preparation and planning
- b) The combined total for such leaves for all these members shall not exceed 160 days per school year.
- c) The scheduling of such leaves shall be subject to the Board's operational needs. These leaves shall not conflict with the Board's professional development days. The Superintendent of Education may, in exceptional circumstances, waive this restriction.
- d) These leaves shall be at the cost of an occasional teacher and shall be paid for by the Bargaining Unit.
- e) Any individual member, who is not an executive member and has class, school or system responsibilities, shall be entitled to a maximum of 10 days each per school year, pro-rated for part time teaching responsibilities.
- f) Bargaining Unit Executive members with class, school or system responsibilities shall be entitled to a maximum of 15 days each per school year, pro-rated for part time teaching responsibilities.
- g) The Vice-President shall not be limited to 15 days as per (f) above.

### **37.2 General May Days**

The Board may grant requests from the Bargaining Unit and/or a member for additional leaves in a school year at its sole discretion.

- a) The scheduling of such leaves shall be subject to the Board's operational needs.
- b) These leaves shall not conflict with the Board's professional development days. The Superintendent of Education may, in exceptional circumstances, waive this restriction.
- c) These leaves shall be at the cost of an occasional teacher and shall be paid for by the Bargaining Unit and/or a member.

### 37.3 Collective Bargaining Leave

In addition to the release time referred to in Article 37.1, the Board shall grant release time to the Union's Collective Bargaining Committee (Chief Negotiator and three members) for the purpose of negotiation of a new collective agreement. The Bargaining Unit shall reimburse the Board for its actual replacement costs, if any, for the duration of the member's leave.

### 37.4 Long Term Leaves

- a) The Board may grant a leave of absence to a member of the Bargaining Unit who has been elected or appointed to serve as Local Bargaining Unit President and/or Local Bargaining Unit Vice President, and/or ETFO/OTF officer.
  - i) The Local Bargaining Unit President may be granted a full time leave of absence.
  - ii) The Local Bargaining Unit Vice President may be granted a full-time leave of absence.
- b) Requests for such leave shall be submitted in writing to the appropriate Superintendent through the Principal.
- c) The Local Bargaining Unit President and the Local Bargaining Unit Vice President shall be entitled to accumulate but not access sick leave for the duration of the leave. In the event of a leave which is less than full time, the allocation of sick leave will be prorated.
- d) The member shall retain their relative position on the seniority list.

- e) Upon return from leave the member shall be placed in a position comparable to the previous position within the member's geographical area, subject to staffing and surplus procedures.
- f)
  - i) The Board shall be reimbursed for the full cost (100%) of salary and employee benefits for any person granted leave to serve as an ETFO/OTF officer.
  - ii) In respect of leave(s) for the Local Bargaining Unit President and/or the Local Bargaining Unit Vice President, the Board shall be reimbursed, at the Category A3, Year 0 for the Local Bargaining Unit President, and for the Vice President the Board shall be reimbursed at Category A3 Year 5, plus the absent member(s)' non statutory benefits.
  - i) The Union shall be responsible for an WSIB costs related to injuries which occur during the period of a long term Union leave.

#### **ARTICLE 38 - PREGNANCY AND PARENTAL LEAVE**

- 38.1 This leave will correspond with the Employment Standards Act (ESA). Additional time for pregnancy and parental leave will be considered where such time is taken to correspond with the natural breaks of the school year.
- 38.2 The Board shall provide for members on pregnancy leave a supplemental Employment Insurance benefit plan subject to approval by Human Resources Canada and subject to regulations established by same and as follows:
- a) The Board shall provide for members on maternity leave a supplementary employment insurance benefits plan to provide for payment of 75% of normal weekly earnings (at of the start of the maternity leave) for the two week waiting period for E.I. benefits and to increase to 85% effective September 1, 2006, and 100% effective September 1, 2008. No such supplementary payment shall be paid for any two-week mandatory waiting period which occurs outside of the Ministry approved school calendar for days of instruction. The salary will be calculated using 1/194 of the teacher's annual salary for each instructional day during the two week waiting period.
  - b) To be granted SEB benefit, members must make written application to the Board prior to the expiry of the period of EI benefit outlining the commencement date of the waiting period and the amount of EI benefit payable.
- 38.3 Members going on a leave will receive the full amount of salary owing prior to commencement of the leave.

- 38.4 Benefit coverage and seniority will be continued as set out in the ESA.
- 38.5 Members may apply for additional Parental Leave for up to two years. Application must be made in writing to the Manager of Human Resources at least six weeks prior to the commencement of the leave. The member will be responsible for 100% of the benefit coverage.
- 38.6 A member returning from a statutory pregnancy/parental leave will be guaranteed return to the same position held before going on leave, subject to staffing and surplus procedures. If a member takes an extended leave under Article 38.5, the member will be guaranteed return to a comparable position subject to staffing and surplus procedures.
- 38.7 Maternity Leave Top-Up

Upon ratification of the collective agreement, teachers who are eligible and apply for Employment Insurance Maternity Leave Benefits are eligible for a top-up of their Employment Insurance Benefits for a maximum of six (6) weeks. This payment is in addition to the two week SEB plan described in 38.2(a) above. To receive this supplement, an employee must supply the Board with adequate information from HRDC reflecting their weekly payment. The top-up pay will be the difference between what an employee received from Employment Insurance and their normal pay for the period (based on the number of instructional days in the six week period). Teachers shall not receive any top-up from the Board for any days that are not instructional days. The teacher's normal pay for a week will be based on the number of instructional days in the particular week. The salary will be calculated using 1/194 of the teacher's annual salary for each instructional day. No sick leave deduction will be made as a result of payments made under this article. Teachers who do not qualify for EI shall have the right to use six(6) weeks of sick leave, provided they have the appropriate sick leave entitlement.

Notwithstanding, members may access the use of sick leave credits following childbirth for complications that are supported by a Doctor's certificate. Such sick leave will be limited to six weeks from the date of delivery, subject to the amount of accumulated sick leave standing in the member's credit.

## **ARTICLE 39 - SICK LEAVE PLAN**

The Board will establish a sick leave plan for absences related to member illness or dental condition as hereinafter provided and will maintain a sick leave account for each member employed by the Board under this agreement. For the purposes of this plan:

- a) A fraction of a day used will be taken to the nearest higher half day.



- b) No sick leave days will be credited to a member on LTD, or on strike, lockout or withdrawal of services, or on leave of absence except as stated in Article 37.2(c).
- c) A member will neither be eligible to accumulate nor to make use of sick leave credit while on:
  - i) Recall
  - ii) approved LTD
  - iii) WSIB (in accordance with the statute)
  - iv) any extended leave of absence except where provided by statute
- d) Part-time members will be allowed to accumulate and will be deducted sick leave days on a pro rata basis in accordance with their teaching assignment.
- e) Where a member commences employment after September 30, for the purpose of this article, the sick leave of twenty (20) days will be prorated.
- f) If a member submits a resignation effective earlier than the last working day of any month of the working year, deduction will be made from the members' sick leave credit for the remaining months of the school year at the rate of two (2) days per month prorated.
- g) Once a members' sick leave credits have expired, no salary payments or further accumulation of sick leave credit will occur. After a member's sick leave credits have expired, benefits for a member will be continued until the end of the month following the month in which sick leave credits expire. The member, at the member's own expense, may arrange for the continuation of benefits for the remainder of that school year provided the member continues to be employed by the Board.
- h) The Board will report each year, to each member, unused sick leave credit accumulation. Any employee will have the right to appeal the contents of said statement in relation to the credits and deductions for the previous year on written application filed with the Manager of Human Resources or designate within 30 school days of the date of said statement.
- i) All medical absences which exceed five (5) consecutive school days may require documentation acceptable to the Board upon return.
- j) The Board, at their expense, reserves the right to require a member to obtain a certificate from a doctor named by the Board regardless of the duration of the illness.
- k) During each year, a member of the Bargaining Unit other than those

governed by Article 39(l) will be allowed two (2) days sick leave per month of service and for the purpose of the plan will be credited annually with 20 days less any portion used until the total number of days accumulated in the reserve amounts to a maximum of 200 days.

- l) Any member eligible for more than two hundred (200) days accumulation as of June 30, 1998 will retain their right to accumulate sick leave credit days to the accumulation maximum defined in their predecessor collective agreements. However, such members shall only be entitled to 20 sick leave days per year effective September 1998.

#### **ARTICLE 40 - RETIREMENT GRATUITY**

Existing collective agreement clauses dealing with Retirement and Service Gratuity from predecessor Board areas will be grand-parented for members employed in those geographical areas on June 30, 1998. An individual letter will be placed in each member's file.

#### **ARTICLE 41 - LEAVES OF ABSENCE WITHOUT PAY**

- 41.1 The Board may grant requests for extended leaves of absence without pay or benefits up to a maximum of two consecutive years for members. Time spent on a leave of absence shall not count towards the requirements of a probationary period.
- 41.2 While on leave of absence the member may continue benefits coverage at no cost to the Board under the Board's benefit plans, with the exception of LTD, by prepayment of the cost of benefit premiums.
- 41.3 Any member who has not made payment or who has not made arrangements, satisfactory to the Board, for payment of premiums prior to commencing the leave, will have their benefit coverage terminated for the period while on leave.
- 41.4 Extended leaves of absence without pay for any member will be individually limited to not more than one in any given 4 year period. In special circumstances, a member may apply for an exception to the appropriate Superintendent.
- 41.5 Application for leaves of absence commencing September 1<sup>st</sup> under this section must be made in writing by the member to the immediate supervisor who will forward the application to the Manager of Human Resources or designate by March 1<sup>st</sup>.
- 41.6 Changes in the terms of the leave must be applied for in writing.
- 41.7 Changes to the terms of the leave will be by mutual consent.

- 41.8 Notwithstanding 41.5, in special circumstances, the Board may grant requests for leave throughout the school year.
- 41.9 The application will state the purpose for which the leave is requested.
- 41.10 Members granted a leave of absence without pay will retain their relative position on the seniority list. A member on leave of absence without pay will not accumulate teaching experience.
- 41.11 At the conclusion of the leave, the member shall be returned to a comparable position in his/her geographic area, as per Article 22 subject to seniority, qualifications and staffing/surplus procedures.
- 41.12 Notwithstanding Article 41.1, the Board shall grant a leave of absence without pay or benefits for up to five (5) years to a member in the event that the member is elected to the Legislative Assembly of Ontario, the House of Commons or the local council of a municipality/township. The member shall retain their relative position on the seniority list for the period of the leave.

## **ARTICLE 42 - UNION REPRESENTATION**

- 42.1 The Union shall notify the Board in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent members in a particular school or workplace on behalf of the Union (workplace steward).
- 42.2 The Board will provide the Union representative designated in Article 42.1 access to a bulletin board in each school for posting of Union business and information for members providing there is one available in a place not visible to students or general public.
- 42.3 The Board shall inform a teacher of her/his entitlement, to have the local President or designate present when meetings involving any formal disciplinary actions are undertaken.

## **ARTICLE 43 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **43.1 Grievance Procedure**

A grievance shall be defined as a matter arising from the interpretation, application, administration or alleged contravention of this Agreement.

### **43.2 Individual Grievance**

a) Informal Step

- i) If a member(s) feels there has been a contravention of the collective agreement, that member(s) shall first seek remedy through an informal meeting with their principal or immediate supervisor. The member(s) may have Bargaining Unit representation present at said meeting, should the member so desire.
- ii) The member must discuss the alleged contravention with the principal or immediate supervisor within ten (10) school days of the alleged contravention.

b) Step 1

- i) If the informal discussion does not result in a resolution, the Bargaining Unit, on behalf of the member(s) may file a written grievance with the appropriate Superintendent of Education (with a copy to the principal or immediate supervisor) within ten (10) school days of the informal meeting with the principal or immediate supervisor.
- ii) Such written grievance shall contain:
  - a) a description of how the alleged dispute is in violation of the collective agreement including the relevant Article number(s); and
  - b) a statement of the fact to support such a grievance; and
  - c) the relief sought; and
  - d) the signatures of the duly authorized official of the Bargaining Unit.
- iii) The Superintendent or designate shall respond in writing to the grievance within ten (10) school days.

c) Step 2

- i) If the grievance is not resolved at Step 1, the Bargaining Unit may within ten (10) school days from the date of receipt of the reply of the Superintendent or designate, submit the grievance to the Director.
- ii) The Bargaining Unit shall be notified in writing of the answer of the

Director within ten (10) school days from the date of the receipt of the grievance at Step 2.

- iii) If the reply of the Director is unacceptable to the Bargaining Unit, the Bargaining Unit shall advise the Board of their position within ten (10) school days from the date of receipt of the reply.
- d) Time restrictions may be extended if mutually agreed upon at any step in this process. Consent to extend the time restrictions will not be unreasonably withheld.
- e) The failure of one party to comply with the time allowance of any agreed upon extension shall result in the grievance being progressed to the next step.

#### 43.3 Policy Grievance (Bargaining Unit or Board Initiated)

##### a) Informal Step

- i) The party alleging contravention of the collective agreement shall first attempt to resolve the matter by informal discussion with either the appropriate superintendent or duly authorized representative of the Bargaining Unit as the case may be.
- ii) Such a meeting shall occur within ten (10) school days of the date of the alleged contravention of the agreement.

##### b) Step 1

- i) In the event that informal discussion did not result in a resolution to the matter, the party wishing to file a grievance shall do so in writing to either the Director or the Bargaining Unit President, as the case may be, within ten (10) school days of the informal meeting.
- ii) Such written grievance shall contain:
  - a) a description of how the alleged dispute is in violation of the collective agreement, including the relevant Article number(s); and
  - b) a statement of the fact to support such a grievance; and
  - c) the relief sought; and
  - d) the signatures of the duly authorized officials of either the Bargaining Unit or the Board, as the case may be.

iii) The Director or President of the Bargaining Unit, as the case may be, shall respond in writing to the grievance within ten (10) school days of the receipt of the written grievance.

c) Step 2

If the reply at Step 1 is unacceptable to the grievor, the grievor shall then advise the other party of their position within ten (10) school days from the date of the receipt of the reply at Step 1.

d) Time Restrictions

Time restrictions may be extended if mutually agreed upon. Consent to extend time restrictions will not be unreasonably withheld. The failure of one party to comply with time allowances of any agreed upon extensions shall result in the grievance being progressed to the next step.

#### 43.4 Alternative Forms of Grievance Mediation

- a) At any time, following the Informal Step in the Grievance Procedure, the parties by mutual consent in writing, may elect to resolve the Grievance by using any form of Grievance Mediation the parties may find mutually acceptable. The parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached. The decision of the Grievance Mediator shall not add to, delete from, modify or otherwise amend the provisions of this Agreement.
- b) The fees for the Grievance Mediator and any related expenses shall be shared equally by the parties.
- c) Each party shall pay the wages and expenses as well as related costs of their respective attendees, advisors and witnesses.

#### 43.5 Arbitration

- a) Either party desiring Arbitration shall notify the other party in writing of its desire to submit a grievance to Arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board.
- b) The recipient of the notice shall within fifteen (15) school days inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board.
- c) When two appointees are so selected they shall appoint a third person

who shall be the Chair. This appointment shall be made within fifteen (15) working days.

- d) If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within fifteen (15) working days, the appointment shall be made by the Minister of Labour upon the request of either party.
- e) The single Arbitrator or the Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the Labour Relations Act.
- f) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representative and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employees or employer affected by it.
- g) The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair governs.
- h) The Arbitrator or Arbitration Board, as the case may be, shall not by their decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- i) The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties. Each party shall pay the costs of its nominee to a Board of Arbitration where used.
- j) Upon mutual agreement, the grievor may submit the grievance to a single Arbitrator who shall have the same power as a Board of Arbitration.
- k) Prior to proceeding to Arbitration the parties may meet in an attempt to resolve the outstanding issues.

#### **ARTICLE 44 - HEALTH SUPPORT**

**The following to be effective September 1, 2003:**

A member will not be required to provide any medical/physical assistance to pupils except in the instance of medical emergencies. A member may provide such assistance as is necessary for the safety and well being of the pupil.

#### **ARTICLE 45 - COPIES OF THE COLLECTIVE AGREEMENT**

- 45.1 An electronic copy of this Collective Agreement will be available on the Board website within ninety (90) days of the signing of the agreement. In addition, fifty (50) copies of this agreement shall be provided to the local President and two (2) copies shall be provided to each steward at shared expense between the Board and the Union.
- 45.2 Each applicant, when accepted for employment, shall be provided with a copy of this collective agreement at shared expense between the Board and the Union.

#### **ARTICLE 46 - DEFINITIONS**

- a) "Geographic Area" means:
1. Chapeau
  2. Central Algoma (Echo Bay, Desbarats, Bruce Mines, Thessalon, St. Joseph Island, Laird Central)
  3. Hornepayne
  4. Michipicoten
  5. North Shore (Elliot Lake, Spanish, Serpent River, Blind River, Iron Bridge)
  6. Sault Ste. Marie
- b) "Spouse" shall include common law and same sex partners.
- c) "Voluntary Transfer" is a transfer from one worksite to another within the jurisdiction of the Algoma District School Board initiated by the member.
- d) "Board Initiated Transfer" is a transfer of a member from one worksite to another within the jurisdiction of the Algoma District School Board initiated by the Board.
- e) "Excess to the System"  
A member who has been declared to be excess to the system is a teacher for whom no teaching position is available within the jurisdiction of the Algoma District School Board in accordance with Article 22.
- f) "Surplus"  
A member for whom no position exists within his/her school or worksite or within his/her community, or who is placed on the District Surplus List in accordance with Article 22.

#### **ARTICLE 47 - STRIKE AND LOCKOUT**

- 47.1 There shall be no strike or lockout during the term of this agreement. The terms strike and lockout shall be as defined in the Ontario Labour Relations Act.



**ARTICLE 48 - CRIMINAL BACKGROUND CHECKS**

48.1 The Board will ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act are stored in a secure location and in a completely confidential manner. Access to such records and information will be strictly limited to the members of Senior Administration, the Manager of Human Resources and/or designate and the member and/or designate or any other person required by law.

**ARTICLE 49 - INCLEMENT WEATHER**

49.1 In the event of severe weather conditions which results in the cancellation of buses, members will be expected to make a reasonable effort to report to work. If a member in the affected areas of cancellation is unable to report to work because of weather conditions, the member will notify their immediate supervisor as soon as possible. It is expected that the member will continue to make reasonable efforts throughout the day to report to the work site or to an alternate work site. There will be no loss of pay or sick leave provided the member has complied with the requirements of the foregoing.

**ARTICLE 50 - TEACHER PERFORMANCE APPRAISAL**

50.1 The Union President or designate shall be notified of an unsatisfactory or development needed teacher evaluation prior to the post observation meeting.

50.2 A principal, vice principal or supervisory officer shall evaluate a teacher's competence.

50.3 No member of the Union shall be required or requested to evaluate a member's competence.

**ARTICLE 51 - DURATION**

51.1 This agreement shall be in effect from September 1, 2014 and shall continue in force up to and including August 31, 2017 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing within one hundred and eighty (180) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of the agreement, in accordance with the Ontario Labour Relations Act..

For the Union

L. Kelley  
J. Simpson  
L. Mason  
D. [unclear]  
A. Mitchell  
Raymond

For the Board

Narala  
B. O. Hill  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #1  
BETWEEN THE  
ALGOMA DISTRICT SCHOOL BOARD  
AND  
E.T.F.O.- ALGOMA**

**RE: PAY EQUITY**

It is agreed by the parties that the 2000-2002 and 2002-2004 collective agreements hereby settle all possible pay equity issues for the Bargaining Unit.

It is hereby agreed that members may only progress beyond Step 11 (penultimate) to Step 12 (ultimate) of Category A based on certification by QECO indicating their eligibility to progress in accordance with the provincial pay equity settlement between the Board and the elementary branch affiliates dated May 14, 1991. The details of requirements for such progression are attached hereto.

Dated this 9th day of June 2005 at Sault Ste. Marie

[Signature]

[Signature]

[Signature]  
**Algoma District School Board**

[Signature]  
**ETFO - Algoma**

C. McVhee

[Signature]  
[Signature]

**LETTER OF UNDERSTANDING #2  
BETWEEN  
THE ALGOMA DISTRICT SCHOOL BOARD  
AND  
ETFO - ALGOMA DISTRICT**

Re: Resignment on Commuted Value

The parties hereby agree as follows:

- 1) Only those Elementary Teachers whose eligibility for a Retirement Gratuity is grandfathered under Article 40 – Retirement Gratuity of the collective agreement are eligible for consideration for Retirement Gratuity under the terms of this Letter of Understanding.
  - a) Such Elementary Teachers who resign from the teaching profession and who elect to immediately thereafter transfer the commuted value of their pension to another retirement savings plan in accordance with the provisions of the Teachers Pension Act will be deemed to have retired on pension for the purpose of qualifying for a Retirement Gratuity, provided however, that the date of resignation on transfer of commuted value is not earlier than the date upon which the individual would be sixteen (16) years away from his or her normal retirement date as defined in the Teachers' Pension Plan (Item 40 as attached), as the same may be amended from time to time. In order to receive an RG, the teacher must also meet all other retirement gratuity eligibility criteria in accordance with Article 40 – Retirement Gratuity including any grandfathered predecessor Board criteria.
  - b) Such Elementary Teachers who elect a transfer of commuted value in the circumstances contemplated in item (a) must provide the Board with proof, satisfactory to the Board, that their resignation date is not earlier than the date upon which the individual would be more than sixteen (16) years away from his or her normal retirement date as defined in the Teachers' Pension Plan (Item 40 as attached), as the same may be amended from time to time and with proof, satisfactory to the Board, that they have applied and been approved for a commuted value transfer of funds.

Dated this 9th day of June 2005 at Sault Ste. Marie

Harada

A. McCool

[Signature]

**Algoma District School Board**

Doyle Manday

**ETFO - Algoma**

C. McPhee

[Signature]  
Gary Hills

**LETTER OF UNDERSTANDING #3**  
**BETWEEN**  
**ALGOMA DISTRICT SCHOOL BOARD**  
**AND**  
**ETFO – ALGOMA DISTRICT**

**Re: Gratuity Supplement**

The Board and the Union agree to provide a one time payout of \$5,500.00 upon retirement to 37 members, named on the attached list, agreed to by the Board and the Union, who were employees of the predecessor Board of Central Algoma. It is understood that this would only apply to eligible elementary teachers currently employed by the Algoma District School Board and who would have qualified for the E.R.I.P. in place for the Central Algoma Board prior to amalgamation. This will not apply to any elementary teachers who retired prior to ratification of this collective agreement.

Dated this 9th day of June 2005 at Sault Ste. Marie

[Signature]

[Signature]

[Signature]  
**Algoma District School Board**

[Signature]  
**ETFO - Algoma**

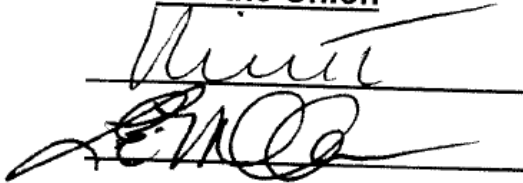
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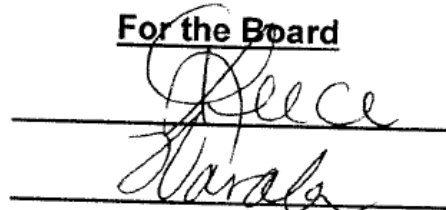
Gratuity Supplement  
Central Algoma With Grandparented Retirement Gratuity  
September 1, 2009

Diane Pietrzakowski  
Heidi Marrato  
Mary Petrocco  
Donna Petrocco  
Bev Reid  
Carla Speck  
Jane Fabbro  
Therese Murray  
Linda Kirby  
Kris Oliverio  
Lisa Hebert  
Jane Vienneau  
Marla Adamson Barber  
Marty Stiilin  
Jackie Barrett (Date of Hire 1995 into elementary)

**For the Union**



**For the Board**



**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**ALGOMA DISTRICT SCHOOL BOARD**

**AND**

**ETFO-ALGOMA DISTRICT**

**Re: Class Size**

The average class size for 2008-09 is 24.53. In accordance with the PDT, the Board will reduce the Grade 4-8 average class size as follows:

2009-10: by 0.1 below their 2008-09 Grade 4-8 average class size: 24.43

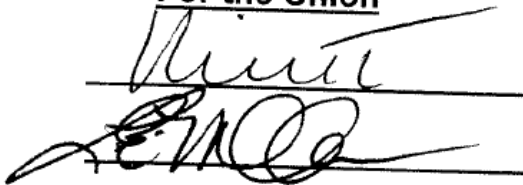
2010-11: by 0.2 below their 2008-09 Grade 4-8 average class size: 24.33

2011-12: by 0.3 below their 2008-09 Grade 4-8 average class size: 24.23

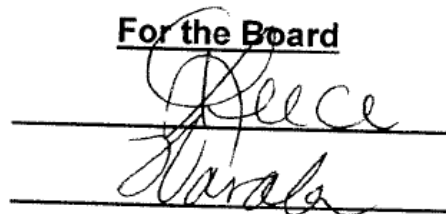
August 31, 2012: by 0.5 below their 2008-09 Grade 4-8 average class size: 24.03

Staffing information shall be provided by the Board to the District Review Committee on an annual basis that will confirm the class size reductions set out above.

**For the Union**

Two handwritten signatures in black ink are written over two horizontal lines. The top signature is a cursive name, and the bottom signature is a more stylized cursive name.

**For the Board**

Two handwritten signatures in black ink are written over two horizontal lines. The top signature is a cursive name, and the bottom signature is a more stylized cursive name.



**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**ALGOMA DISTRICT SCHOOL BOARD**

**AND**

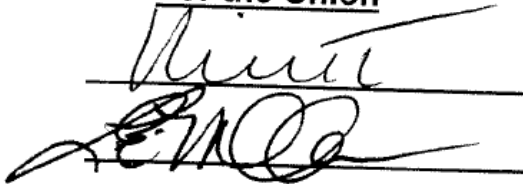
**ETFO-ALGOMA DISTRICT**

**Re: Opening/Closure/Reconfiguration of Schools**

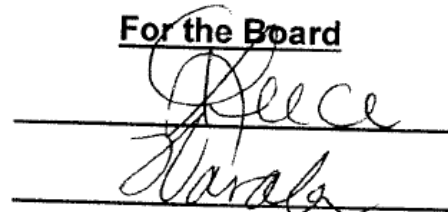
For the duration of the 2014-2017 collective agreement, the parties agree that in the event that a school is to be opened, closed or substantially reconfigured, a meeting will be called of the Labour Management Committee as soon as possible after the decision is made to discuss the implications for staff.

For the purpose of this article, an affected school is one that would lose students or gain students as a direct result of the decision to open, close or reconfigure a school.

**For the Union**

  
\_\_\_\_\_

**For the Board**

  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**ALGOMA DISTRICT SCHOOL BOARD**

**AND**

**ETFO-ALGOMA DISTRICT**

**Re: Labour-Management Committee**

There shall be a Labour-Management Committee consisting of two (2) members appointed by the Employer and two (2) appointed by the Union.

The Committee will meet to discuss issues pertinent to the Parties.


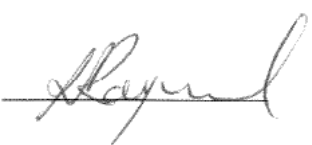
Discussions shall include but are not limited to:

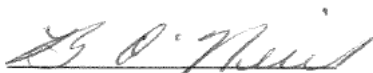


- workload issues;
- programs and initiatives (Board/Ministry);
- potential school closures/reorganizations
- Health and Safety
- the tracking and monitoring of leave requests (paid and unpaid under Articles 27, 28, and 29) for the duration of 2014-2017 Collective Agreement

Up to three (3) meetings each school year shall be held at the request of either party.

For the Union

For the Board

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**

**AND**

**ALGOMA DISTRICT SCHOOL BOARD**

The parties agree that, in this Collective Agreement, "shall" will have the same meaning as "will".

Dated this 9<sup>th</sup> day of June 2005 at Sault Ste. Marie

[Signature]

[Signature]

[Signature]  
**Algoma District School Board**

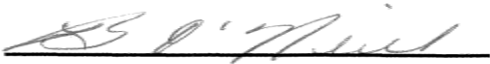

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**ETFO - Algoma**

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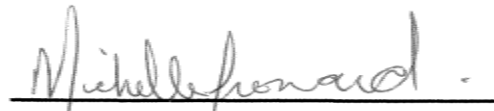
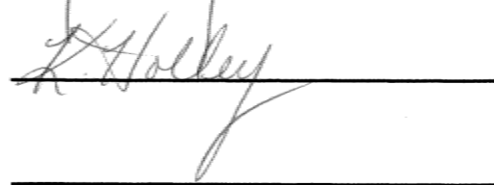
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For the agreement of the Central Terms of Agreement (Part A) and Local Terms of Agreement (Part B) between the Algoma District School Board and the Algoma District Elementary Teachers Federation of Ontario, on this date of May 26<sup>th</sup>, 2016.

  
\_\_\_\_\_  
  
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\_\_\_\_\_

ALGOMA DISTRICT SCHOOL BOARD

  
\_\_\_\_\_  
  
\_\_\_\_\_

ETFO - ALGOMA