

Rainy River District School Board

September 1, 2014 to August 31, 2017

Elementary Teachers' Collective Agreement

ETFO - RAINY RIVER DISTRICT TEACHERS' LOCAL

**ETFO - RAINY RIVER DISTRICT TEACHER LOCAL
COLLECTIVE AGREEMENT**

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COLLECTIVE AGREEMENT**

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ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT
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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
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- 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
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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
 - ii. within such greater period agreed upon by the parties; or
 - iii. 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
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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.

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
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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. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- 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. In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- 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
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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
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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
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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
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4.1.0 Negotiated Funding Amount, Board Contributions

- 4.1.1 Each Board shall pay an amount equal to 1/12th 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
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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

Article 1 PURPOSE

- 1.01 It is the intent and purpose of the Parties in this Collective Agreement, hereinafter referred to as the "Agreement", to set forth certain of the conditions of employment together with the salaries, the allowances and related benefits which govern the Teachers who are covered by the Agreement.
- 1.02 It is the intent and purpose of the Parties to maintain harmonious relationships between the Board and each member of the Local and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.

Article 2 STRIKE OR LOCKOUT

- 2.01 The Board agrees that there shall be no lockout of Teachers and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act, and the Education Act, as applicable.

Article 3 SCOPE AND RECOGNITION

- 3.01 The employer being the Rainy River District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its elementary panel save and except occasional Teachers, in accordance with the Education Act.
- 3.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 3.03 Any amendment to this agreement shall be made in writing upon mutual consent of the Board and Local and shall have effect from such date as shall be mutually agreed upon.

Article 4 UNION DUES

- 4.01 The Board shall deduct, for every pay period and for each Teacher, Union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary no later than the end of the month following the date on which the deductions were made. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.

- 4.02 The payment shall be accompanied by a dues submission list showing the names, annual salary and dues and assessments deducted. The Board shall provide this information in electronic form.
- 4.03 The Union and/or the Local shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and/or the Local.

Article 5	RIGHTS AND RESPONSIBILITIES
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- 5.01 The Board and the Union agree to abide by the Education Act, the Ontario Labour Relations Act, the Employment Standards Act, the Ontario Human Rights Code and all regulations thereunder.
- 5.02 The Board and the Union agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, disability or by reason of membership or activity in the Union.
- 5.03 The Board shall have a Policy and Procedure for the evaluations. Any such Policy/Procedure shall be developed in consultation with the Union. Teachers shall only be evaluated in accordance with this Policy/Procedure.
- 5.04 The Teacher Performance Appraisal (TPA) shall be conducted in accordance with the Education Act and its relevant regulations, in accordance with the Board's policies and procedures.
- 5.05 Only Supervisory Officers, and Principals and Vice Principals shall evaluate a Teacher's competence. No member of the Union shall be required or requested to evaluate a Teacher's competence.
- 5.06 The Principal shall notify the Union President within three (3) working days of a post observation meeting at which a Teacher receives an unsatisfactory/development needed rating. At the conclusion of any such meeting, the Teacher will be encouraged to contact their local ETFO President.

Where any performance appraisal has resulted in an unsatisfactory/development needed rating, the Principal will meet with the Teacher and a representative of ETFO as soon as is reasonably practicable to share the improvement plan and the resources to be provided.

- 5.07 No Teacher shall be disciplined or dismissed without just and sufficient cause. There shall be a lesser standard of just and sufficient cause applied to Probationary Teachers. Such cause shall be communicated in writing within ten (10) school days from the time the Teacher is informed of such action being taken.
- 5.08 When a Principal or Supervisor calls a Teacher to a meeting which may result in discipline or discharge, the Principal or Supervisor shall inform the Teacher of the nature of the meeting. For such a meeting the Teacher is entitled to Union representation.
- 5.09 A Teacher shall notify the Board by November 30th of the Teacher's intention to resign effective December 31st and by April 30th of the Teacher's intention to resign effective June 30th or August 31st. Nothing herein prevents a Teacher and the Board from mutually agreeing to the Teacher's resignation at any time.
- 5.10 On or before October 31, the Board shall make available to the Teachers in electronic format the following:
- 1) Credit for teaching experience
 - 2) Category classification
 - 3) Salary and allowances
 - 4) Accumulated sick leave credits
 - 5) Personal Leave Days
- 5.11 Within one month of any negotiated change in salary or change in qualifications, the Board shall provide a revised statement to the Teacher(s) affected.
- 5.12 It is understood that a Teacher's participation in extracurricular activities is voluntary.

Article 6	DEFINITIONS
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- 6.01 Part time Teacher - a Teacher employed by the Board on a regular basis for other than full-time duty. Salary, allowances, benefits, teaching experience and professional activity days will be pro-rated for part time Teachers. Part time Teachers who are requested to attend a PD day beyond the part time assignment will be paid for the full day. The scheduling of attendance at professional activity days will be determined by the Teacher and the Principal.

- 6.02 Principal's Designate - A Teacher appointed by the Principal/Vice Principal who has the authority necessary to ensure continuance of normal school functions and make decisions in emergency situations during the absence of the Principal and/or Vice Principal. It is understood that the Teacher must consent to the appointment. The Principal's Designate shall not be required to evaluate or discipline any Teachers in the course of assigned duties or to suspend students.
- 6.03 Consultant- a Teacher appointed by the Board for a fixed term after using the process outlined in **Article 10** (excluding **10.02.04**) who shall supervise subjects or programs as designated by the Board and shall assist Teachers in the subjects or programs in maintaining proper standards and improving methods of instruction. After the fixed term has expired, the position will be re-posted and filled using the procedures outlined above. For further clarity, incumbents may apply for a position that has been re-posted.
- 6.04 Coordinator – a Teacher appointed by the Board for a fixed term after using the process outlined in **Article 10** (excluding **10.02.04**) who shall coordinate subjects or programs as designated by the Board and shall assist Teachers in the subjects or programs in maintaining proper standards and improving methods of instruction. After the fixed term has expired, the position will be re-posted and filled using the procedures outlined above. For further clarity, incumbents may apply for a position that has been re-posted.
- 6.05 The length of the school year shall be the minimum required under the Education Act. Teachers shall not be mandated to work any days preceding (or following) the official start (end) of the school year.
- 6.06 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties.
- 6.07 The instructional day shall be 300 instructional minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch and recess/nutrition break(s).

Article 7	PROBATIONARY PERIOD
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- 7.01 There shall be a probationary period of two (2) years for newly hired Teachers with less than three (3) years teaching experience. There shall be a probationary period of one (1) year for newly hired Teachers with three (3) or more years teaching experience.

Article 8 SENIORITY

- 8.01 The Seniority List in place on August 26th, 2013, shall be the initial Seniority List. This initial Seniority List indicates the ranking of Teachers hired prior to August 27th, 2013 and will not be updated except to remove the names of Teachers that are no longer employed by the Board (e.g. Teachers that have retired, resigned, been dismissed etc.). For clarity, these Teachers on the initial Seniority List are senior to any Teachers hired on or after August 27th, 2013 that are added to the Seniority List as per **8.02**.
- 8.02 All Teachers hired on or after August 27, 2013, will be listed in order of seniority below the least senior Teacher on the initial Seniority List as determined by applying the following:
- a) most recent date of hire to a position in the Bargaining Unit and where that is equal
 - b) total employment as a Permanent or Probationary Teacher with the Board and its predecessors in the elementary panel and where that is equal
 - c) total employment as a Permanent, Probationary or Occasional Teacher with the Board and when that is equal
 - d) total other employment as a Permanent or Probationary Teacher and where that is equal
 - e) by lot jointly conducted by the Parties or by representatives designated by the Parties.
- 8.03 For the purposes of seniority, the date of hire is the date on which a Teacher's contract is to begin. For clarity, approved leaves of any nature shall not defer or delay the date of hire for the purposes of the Seniority List.
- 8.04 The calculation of seniority and the ranking resulting from tie breakers above will be calculated only one time based on information at the date of hire.
- 8.05 One year seniority will be accumulated for full time or part time employment for each school year. For further clarification, one year of seniority shall be accumulated for each 1.0 FTE or less assignment for the entire school year.
- 8.06 For Teachers who work for less than an entire school year, seniority for fractional years of employment shall be rounded up to the nearest 1/10 year credit.
- 8.07 On or before September 30 and March 1, the Board shall draw up a Seniority List of all elementary school Teachers in its employ. This Seniority List shall be posted in each school or place of employment and provided to the President of

the Local. This list shall include the seniority of each Teacher covered by this Collective Agreement in decreasing ranking of seniority and the factors which determine the seniority status of each Teacher.

- 8.08 The name of a Teacher who is on Administrative Leave (**Article 28**) shall be recorded on an addendum to the Seniority List.
- 8.09 Errors in the calculation of a Teacher's seniority shall be brought to the attention of the Board by the President or designate within fifteen (15) working days of being posted in the school or the list shall be deemed correct.

Article 9	STAFFING
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- 9.01 In a school containing both secondary and elementary students, the teaching staff shall be determined independently with the needs of each dealt with as a separate educational entity. A full timetable for a Teacher in such a school will be 300 instructional minutes.

In a school containing both secondary and elementary students there may be an interchange of teaching assignments between staffs provided no displacement of an elementary Teacher results. The Teacher involved will be consulted with regard to teaching assignments. The secondary teaching assignment shall be assigned with the Teacher's consent where the Teacher is not qualified for the assignment. Preparation time will be pro-rated in accordance with the assignment in the two panels.

- 9.02 The Board shall endeavour to limit class size in a division within a school to the following number of students:

JK	18
K	20
P	22
J & I	28

It shall be the responsibility of the Administration to investigate any class that exceeds the suggested class size by 5 by September 30 and January 31. Where a need is recognized, special assistance will be granted.

- 9.03 Each Teacher will be provided with an opportunity to communicate her/his request for a teaching assignment to the Principal prior to April 30th.
- 9.04 A District School Board Staffing Committee shall be established composed of two (2) Union Representatives and two (2) Board Representatives. The Staffing Committee may request the attendance of resource personnel who are employees of the Board. Prior to May 15th, the Staffing Committee shall meet to examine and to make recommendations relating to the number of Teachers

to be assigned according to the projected enrolments and needed programs for schools.

9.05 At the Committee meeting outlined in **Article 9.04**, the Board shall prepare and share with members of the Staffing Committee the following information:

- a) a seniority-based list of surplus teachers and teachers requesting transfers and teachers including current FTE and location; and
- b) a list of known available vacant positions including FTE and location.

Article 10	NEW OR VACANT POSITIONS
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10.01 New Positions

Although the Board has the sole right to create or to designate a new position which comes within the scope of this Agreement, it is agreed that the salary and the additional allowance for such a position shall be arrived at by consultation with authorized representatives of the Local before the new position is advertised or the appointment is made.

10.02 Vacant Positions

10.02.01 Where a vacancy or new position occurs in the elementary teaching staff, it shall be posted electronically for a period of four (4) working days before the vacancy shall be advertised elsewhere in order that qualified Teachers within the system shall have the first opportunity to submit applications for the position as posted on the approved form (**see Appendix C**).

10.02.02 Duration of Posting - A minimum of four (4) working days after the date of posting will be provided before the closing date of application. All postings shall specify a 4:30 p.m. closing time.

10.02.03 Interview Procedure - Interviews shall be granted to all qualified full and part time Teachers who apply and who are covered by this Agreement. Where the number of applicants exceeds five (5), a short list of five (5) most senior shall be identified and those shall be interviewed.

10.02.04 When a part time Teacher wishes to teach full time and when a position becomes available, the part time Teacher will be given priority and preference over external candidates if she/he is qualified for the position when the position becomes available.

- 10.02.05 Notice of vacancies during the summer months shall be posted electronically. A copy will be emailed to the President of the Local.
- 10.02.06 Permanent vacancies which become available after the beginning of the school year will be advertised to take effect at:
- i) The end of a reporting period
 - ii) The Tuesday after Thanksgiving
 - iii) March Break
 - iv) The beginning of the next school year
 - v) Any other time as agreed to by the Union and the Board

Article 11 TRANSFERS

11.01 No transfer shall occur as a result of disciplinary action.

11.02 Any transfer outside an area shall be by mutual consent. Areas are:

1. West	Riverview, McCrosson-Tovell
2. Central	Donald Young, Crossroads, Sturgeon Creek, Sturgeon Creek Annex
3. East	J. W. Walker, Robert Moore, Gr. 7 & 8 FFHS
4. Nestor Falls	
5. Atikokan	North Star, Gr. 7&8 AHS
6. Mine Centre	

The Board shall provide rationale to any Teacher being administratively transferred. This person will not be transferred during the following three (3) years except by the Teacher's request.

Where, on request of the Board, a Teacher agrees to a transfer out of area, the Board will bear the cost of moving subject to the conditions outlined in Board Policy.

This clause will not apply in cases of redundancy.

11.03 Voluntary transfers will be governed by the Teacher Transfer/Exchange Request Form (see **Appendix C**). Teachers who wish to transfer to another school for the

following school year shall submit requests no later than April 30th of each school year.

- 11.04 Prior to May 7, the Board shall meet with the Local President of ETFO to share transfer requests, and administrative transfers.
- 11.05 In the event of any administrative transfer of Teachers within this school district, the Teachers affected by the move shall be notified in person and in writing on or before May 20. This notification shall take place at the end of the Teacher's instructional day.

Article 12	SURPLUS
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- 12.01 For the purposes of this article, a Surplus Teacher is a Teacher for whom there will be no teaching position at the Teacher's present school for the upcoming school year.
- 12.02 The Board shall determine the elementary school staffing needs for the upcoming year no later than May 15. In the event that grant funding is not available prior to May 15th, the parties agree to extend the date herein by mutual consent.
- 12.03 The Director of Education or designate will notify the Local President of ETFO and the Teacher or Teachers identified as surplus on or before May 20th or within five (5) days after the mutually agreed upon extended date as governed by **12.02**. The notification of the Teacher shall take place in person at the end of the instructional day.
- 12.04 All Surplus Teachers will be notified in writing of available positions. Positions for the next instructional year that become available after the end of the current instructional year shall continue to be offered to all Surplus Teachers during the summer months. Vacancies will be offered to Surplus Teachers based on seniority and qualifications.
- 12.05 As a result of declaring a Teacher surplus in the system, a need for a transfer of a Teacher may result. Transfers will continue to be handled by Senior Administration with minimum changes to the educational system.
- 12.06 The Board will ensure that the Surplus Teacher or Teachers are the most junior Teacher or Teachers on the Seniority List within a school and then within a zone. The decision is in accordance with the Operation of Schools-General and the Education Act.

- 12.07 A Teacher declared surplus to zone may transfer to an equivalent FTE position of a Teacher in another zone who has less seniority and is the most junior Teacher on the Seniority List. In respect to the above process, in the case where there is no teaching position of equal FTE, the Surplus Teacher may transfer to the position of a Teacher in another zone who has less seniority and is the most junior Teacher on the Seniority List with the next highest FTE.
- 12.08 A Teacher who has been declared surplus may choose to follow the guidelines in **12.07** and be transferred to a vacant position for which she/he is qualified. A Surplus Teacher may be transferred to a vacant position for which she/he is not qualified, providing that she/he has the necessary course prerequisites and providing that she/he agrees to become qualified for the new position within one (1) year of appointment.
- 12.09 A Surplus Teacher who accepts a position for which she/he is not qualified and for which the Teacher does not become qualified within one year of the appointment will be declared surplus following this year. However, during this second declaration of surplus, the Teacher is required to have the necessary qualifications for the vacant position.
- 12.10 Surplus Teachers may decline up to three equivalent positions as they become available. All Surplus Teachers will be notified in writing of available positions. Should the Surplus Teacher decline all three equivalent positions the Surplus Teacher will be placed on leave until the subsequent school year's staffing process. Surplus Teachers shall have the option of applying for internal positions as they become available for up to two years.
- 12.11 If a Surplus Teacher declines a position of equivalent FTE and chooses to accept or remain in a position of lesser FTE, the Teacher may take a leave until the subsequent school year's staffing process for the remaining portion of the FTE. Such Surplus Teacher shall have the option, based on seniority, of vacancies as they occur prior to such vacancies being posted internally.
- 12.12 With due consideration to school programming, a Surplus Teacher who has chosen the option of returning to a position of lesser FTE will be extended the opportunity based on seniority to increase the Surplus Teacher's FTE to the level the Surplus Teacher was at previously as vacancies occur prior to such vacancies being posted internally.
- 12.13 A Teacher who has taken a position in another zone because of surplus will be given priority to transfer back to her/his original zone if an opening subsequently occurs provided she/he applies to the Board for a transfer by January 1st of the current school year. In the situation of more than one Teacher being eligible, seniority shall apply.

- 12.14 A Part Time Teacher may not automatically increase assignment time as a direct result of being declared surplus.
- 12.15 Protection of Special Programs
- 12.15.01 Protection will be afforded to a Teacher of a special program who would otherwise be declared surplus only in the event that this would eliminate the program.
- 12.15.02 As an alternative, before a Teacher of a special program is declared surplus, resulting in the elimination of the program, the second most junior Teacher will have the option of becoming qualified to teach in the special program, provided that she/he has the necessary course prerequisites and agrees to become qualified for the new position within one (1) year of appointment.
- 12.15.03 If this Teacher refuses the above option, then that Teacher will become the Surplus Teacher. The Teacher of the special program will be retained.

Article 13	REDUNDANCY
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- 13.01 For the purposes of this article, a Redundant Teacher is a Teacher for whom no teaching position will be available in the jurisdiction of the Board in the following school year.
- 13.02 The Board shall determine the elementary school staffing needs for the upcoming year no later than May 15th in the event that grant funding is not available prior to May 15th, the parties agree to extend the date herein by mutual consent.
- 13.03 When after considering all of the attrition factors, the Board deems that the number of Teachers presently exceeds the number of Teachers required for the upcoming year the Board shall inform the local President of ETFO of excess Teachers and provide enrolment projections for reaction within a five (5) day period.
- 13.04 The Board will ensure that the Redundant Teacher or Teachers are the most junior Teacher or Teachers on the Seniority List and the decision is in accordance with the Operation of Schools - General and the Education Act.
- 13.05 The Director of Education or designate will notify in writing the Local President of ETFO and the Teacher or Teachers identified as redundant on or before May

20th or within five (5) days after the mutually agreed upon extended date as governed by **13.02**. This notification shall take place at the end of the instructional day.

- 13.06 All Redundant Teachers will be notified by the same registered mailing as positions become available but the Redundant Teacher with the most seniority will have first choice of available positions for which the Teacher is qualified or shall become qualified within one year of appointment. The Teacher declared redundant shall have two (2) working days from the day of receipt of notification to make a decision.
- 13.07 With due consideration to school programming, a Redundant Teacher who has returned to a position of lesser FTE will be extended the opportunity to increase the Redundant Teacher's FTE to the level the Redundant Teacher was at previously as vacancies occur prior to such vacancies being posted internally.
- 13.08 A Redundant Teacher who accepts a position for which she/he is not qualified and for which the Teacher does not become qualified within one year of the appointment will, during the spring/summer staffing period of that school year, be offered any vacancies for which the Teacher is qualified. The Teacher will remain on the Redundancy List as set out in **13.10**.
- 13.09 Consideration for teaching vacancies shall cease and the Board shall have no further obligation if the Teacher refuses a vacancy for which the Teacher is qualified and which is equal to the FTE position the Teacher previously held in the elementary panel or after stating willingness to become qualified does not become qualified for the new position within one year of appointment, or fails to notify the Board by September 30th annually or enters into a contract with another Board.
- 13.10 If no position becomes available, a Teacher who has been declared redundant will continue to be offered all vacant positions for which the Teacher is qualified or is willing to become qualified, provided she/he has the necessary course prerequisites, within one year of appointment, in subsequent years provided the Teacher informs the Board in writing by September 30th annually of interest to remain on the Redundancy List. The Teacher must supply a return mailing address and a current telephone number to the Board in order to receive job vacancy postings.
- 13.11 A Part Time Teacher may not automatically increase assignment time as a direct result of redundancy. A Redundant Teacher may not increase her/his time if any part time Teacher with more seniority has submitted to the Director or designate an application for an increase in assignment prior to April 1 of the preceding year.

13.12 Any Teacher who has been declared redundant and has not been reassigned to a position in the elementary panel by May 31st shall be given priority and preference for any vacant position available after June 1st in the secondary panel for which the teacher is qualified or may become qualified prior to the start of the school year.

Article 14 PAYMENT SCHEDULE

14.01 Grids

September 1, 2014

Yrs. Exp.	Category				
	A	A1	A2	A3	A4
0	46,399	46,830	50,105	56,350	61,073
1	48,925	49,908	53,177	59,427	64,149
2	51,450	52,986	56,259	62,506	67,227
3	53,972	56,065	59,335	65,587	70,303
4	56,494	59,143	62,411	68,665	73,381
5	59,019	62,220	65,492	71,741	76,461
6	61,539	65,303	68,567	74,823	79,538
7	64,062	68,382	71,649	77,901	82,617
8	66,585	71,460	74,728	80,979	85,693
9	69,112	74,537	77,805	84,058	88,774
10	71,636	77,617	80,883	87,134	91,853
11	74,159	80,695	83,964	90,214	94,931
12	80,696				

September 1, 2016

Yrs. Exp.	Category				
	A	A1	A2	A3	A4
0	46,863	47,298	50,606	56,914	61,684
1	49,414	50,407	53,709	60,021	64,790
2	51,965	53,516	56,822	63,131	67,899
3	54,512	56,626	59,928	66,243	71,006
4	57,059	59,734	63,035	69,352	74,115
5	59,609	62,842	66,147	72,458	77,226
6	62,154	65,956	69,253	75,571	80,333
7	64,703	69,066	72,365	78,680	83,443
8	67,251	72,175	75,475	81,789	86,550
9	69,803	75,282	78,583	84,899	89,662
10	72,352	78,393	81,692	88,005	92,772
11	74,901	81,502	84,804	91,116	95,880
12	81,503				

January 27, 2017

Yrs. Exp.	Category				
	A	A1	A2	A3	A4
0	47,097	47,535	50,859	57,198	61,992
1	49,661	50,659	53,977	60,321	65,114
2	52,224	53,783	57,106	63,447	68,239
3	54,784	56,909	60,228	66,574	71,361
4	57,344	60,033	63,350	69,698	74,485
5	59,907	63,156	66,478	72,821	77,612
6	62,465	66,286	69,599	75,949	80,735
7	65,026	69,411	72,727	79,073	83,860
8	67,587	72,535	75,853	82,198	86,983
9	70,152	75,659	78,976	85,323	90,110
10	72,714	78,785	82,100	88,445	93,235
11	75,275	81,909	85,228	91,572	96,360
12	81,910				

Should the school year commence before September 1st in any given year, all increases in grid cells, wages and allowances effective as of September 1, shall be applied to payments made to members of the bargaining unit in respect of days worked in that school year prior to September 1. For greater clarity, a working day for purposes of this article shall include both an instructional day and a Professional Activity day.

14.02 Method of Payment

14.02.01 A minimum of forty (40) percent of a Teacher's salary shall be paid by December 31 in any school year. The remaining sixty (60) percent of a Teacher's salary shall be paid by June 30. Salary shall be paid to Teachers in accordance with the following pay schedule:

- 8% on the first teaching day of the new school year;
- 8% on the 25th day of each of the following months:
September, October, November, January, February, March, April, May;
- 8% on the last teaching day of December;
- 20% on the last school day of June.
- Should any pay date fall on a holiday, payment will be made on the last teaching day prior to that date.

Effective September 1, 2016, a Teacher's annual salary shall be paid semi-monthly on the 15th of the month and the last day of the month from September to August. Semi-monthly pays are

calculated as annual salary divided by 24. Should any pay date fall on a weekend or a holiday, payment will be made on the last business day prior to that date.

14.02.02 On the dates stipulated above, the Board shall issue to each Teacher a statement indicating the Teacher's salary and allowances, if any, and the deductions made therefrom. The Board shall pay the Teacher by direct deposit on or before the dates stipulated above.

14.02.03 Where a Teacher is employed to work only part of the school year, the Teacher shall be paid a salary in proportion to the number of days which the Teacher is employed to work relative to the total number of school days in the school year.

14.03 Credit for Teaching Experience

Approved teaching experience will be calculated on September 1st of every year for the purposes of placement on the salary grid. Approved teaching experience is experience as a Permanent Teacher, Probationary Teacher, Long Term Occasional Teacher (effective September 1, 2002), and such other experience in teaching as established at the time of hiring. For the purposes of this clause long term occasional teaching shall be defined as long-term occasional teaching experience earned after January 1st, 1998. It shall be the responsibility of the Teacher to provide the Board with all relevant statements of teaching experience.

14.03.01 Teaching experience for a full time assignment for a full school year shall be recognized as one full year credit.

14.03.02 Teaching experience for less than a full time assignment and/or less than a full school year shall be recognized as follows:

- a) Less than 0.5 assignment or less than one half school year: partial credit equal to partial assignment.
- b) Where a Teacher has partial years of credit because of teaching less than a 0.5 assignment or less than a school year, the partial years of credit will be totaled in months and divided by 10 to determine the number of years and any remainder of 5 or more months shall be rounded up to the next year.

- c) A 0.5 assignment or more for half school year or more; one full year credit.

14.03.03 In no case shall a Teacher receive more than one full year's credit for a combination of teaching experience within one school year.

14.04 Category Placement

Each Teacher's category classification on the salary grid shall be determined by QECO program 4 or QECO 5 at the option of the Teacher.

14.05 Category Change

14.05.01 A Teacher shall provide the Board with a QECO Statement of Evaluation for a higher salary category change.

14.05.02 If the QECO Statement of Evaluation is submitted that the Teacher was so qualified prior to the first day of school, the Teacher's salary shall be adjusted as of the first day of the school year. If the Teacher becomes qualified after the first day of the school year, the Teacher's salary shall be adjusted effective to the date of completion of the course that qualifies the Teacher for a change in category.

14.05.03 To protect the retroactive adjustment, the QECO Statement of Evaluation must be provided by the Teacher to the Board by August 31st of the school year in which the application for category change was submitted.

14.06 Documentary Proof for New Hires

The onus shall be upon the Teacher to provide documentary proof of the following upon entering employment or upon a change in Category (as outlined above):

1. Teacher certification
2. Teaching experience
3. Related experience
4. QECO Statement of Evaluation

To protect the retroactive adjustment, all documentation must be provided by the Teacher to the Board by August 31 of the year of hire; otherwise, should the deadline of August 31st not be met, pay will be adjusted as of the date of submission of documentary proof to the Board.

14.07 Allowance for Additional Responsibility

14.07.01 Principal's Designate Allowance

- (i) Effective September 1, 2014 Teachers designated to be the Principal's Designate will be paid at a rate of \$30 per half day or less, and \$60 for more than one half day up to one full instructional day.
- (ii) Effective September 1, 2016 Teachers designated to be the Principal's Designate will be paid at a rate of \$30.30 per half day or less, and \$60.60 for more than one half day up to one full instructional day.
- (iii) Effective January 27, 2017 Teachers designated to be the Principal's Designate will be paid at a rate of \$30.45 per half day or less, and \$60.90 for more than one half day up to one full instructional day.

14.07.02 Consultant/Coordinator Allowance

- (i) Effective September 1, 2014 the maximum allowance for a full time Consultant and Coordinator will be \$6225. If less than full time the allowance will be pro-rated accordingly, e.g. Half time Consultant shall receive \$3113.
- (ii) Effective September 1, 2016 the maximum allowance for a full time Consultant and Coordinator will be \$6287. If less than full time the allowance will be pro-rated accordingly, e.g. Half time Consultant shall receive \$3144.
- (iii) Effective January 27, 2017 the maximum allowance for a full time Consultant and Coordinator will be \$6319. If less than full time the allowance will be pro-rated accordingly, e.g. Half time Consultant shall receive \$3160.

14.08 Post Graduate Degree Allowance

Effective September 1, 2014 the Board shall pay an allowance of \$900 per annum. Effective September 1, 2016 the allowance shall be \$909 per annum. Effective January 27, 2017 the allowance shall be \$914 per annum for one Master's Degree from an Ontario University or equivalent degree as recommended by the College of Education, University of Toronto, or one

specialist's certificate if it is not used in the evaluation for category placement. A Teacher is entitled to an allowance for the Master's Degree or the specialist's certificate but not both.

Article 15	BENEFIT PLANS <i>See Part A, Section C-6, Benefits</i>
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Preamble

Previously retired teachers from the former Atikokan Board of Education who have continued benefits with the Board will have that entitlement grand-parented. The Board may substitute comparable benefit plans after consultation with the Local, providing it does not result in a reduction in benefits. The Board will administer the Benefit Plans in Article 15, but will not accept the responsibility as an insurer.

- 15.01 Long Term Disability Insurance Plan - The Board will administer a mutually acceptable, Teacher-Funded Long Term Disability Plan.
 - 15.01.01 It shall be mandatory for all members of the Local to subscribe to the Teachers' group LTD Plan until such time as they are no longer deemed to be eligible for benefits as defined in the Teachers' LTD contract.
 - 15.01.02 The Board agrees to pay its portion of the premiums for benefits during the time that a Teacher is on Long Term Disability Leave of Absence, up to a period of three (3) years.
 - 15.01.03 A member on Long Term Disability Insurance Leave of Absence remains an employee with the Board throughout the period of the leave and maintains the rights of a member under the terms of the Collective Agreement.
 - 15.01.04 A member on Long Term Disability Insurance Leave of Absence shall continue to accumulate seniority at the same rate as if she/he were not on leave.
 - 15.01.05 A member on Long Term Disability Insurance Leave of Absence shall be subject to the surplus/redundancy Procedures during the period of leave.
 - 15.01.06 Upon termination of the Long Term Disability Insurance Leave of Absence, the member shall return to her/his previous teaching position or a comparable one to that held at the commencement of the leave, subject to the surplus/redundancy Procedures.

- 15.02 Extended Health Care - The Board agrees to pay 100% of the current premium of the Manulife Health Care Plan.
NOTE: Over the counter drugs are not covered by the plan.
- 15.02.01 Semi-Private - The Board agrees to pay 100% of the current premium of the Manulife Health Semi-Private Hospital Plan.
- 15.02.02 Travel Plans - The Board agrees to pay 100% of the current premium for the Manulife Health Deluxe Travel Plan.
- 15.02.03 Effective September 1, 2010, the Board agrees to pay 100% of the current premium for the Manulife Health Care Plan for paramedical services to a maximum of \$400 for 12 consecutive months.
- 15.03 Vision Care
- 15.03.01 The Board agrees to pay 100% of the current premium for the Manulife Health Care Plan that pays a benefit of \$300.00 over every two (2) years. The Board will administer the plan. Effective September 1, 2010 coverage will be \$375 every two (2) years.
- 15.03.02 Effective September 1, 2010, the Board agrees to pay 100% of the current premium for the Manulife Health Care Plan for Laser Surgery to a lifetime maximum of \$1,000.
- 15.04 Dental Plan - The Board agrees to pay 100% of the current premium for dental plan with
- Routine services covered 100% with no maximum.
 - Restorative Services (Crowns and Bridges) with 50/50 co-insurance and no maximum.
 - Orthodontics with 50/50 co-insurance and \$2,000 lifetime maximum.
 - Effective September 1, 2010, the Board agrees to pay 100% of the current premium for the Manulife Health Care Plan for the orthodontic lifetime maximum of \$3,000.

15.05 Group Term Life Insurance

NOTE: The Group Term Life Insurance includes Accidental Death and Dismemberment Coverage (AD & D).

15.05.01 The Board agrees to pay 100% of the current premium for a Group Term Life Insurance Policy having a face value of \$100,000 for each Teacher participant.

15.05.02 Each Teacher shall have the option of purchasing up to \$300,000 additional insurance at her/his own expense, subject to the approval of the insurance company.

15.05.03 Each Teacher shall have the option of purchasing up to \$400,000 of Life Insurance for her/his spouse at the Teacher's own expense, subject to the approval of the insurance company.

15.05.04 Each Teacher shall have the option of purchasing up to \$10,000 of Life Insurance for each dependent at the Teacher's own expense, subject to the approval of the insurance company.

Article 16 TRAVEL BETWEEN SCHOOLS
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16.01 Allowance

That in the case of Teachers who must travel between schools, a travel allowance will be paid on a monthly basis to the Teacher providing transportation exclusive of home to school distance. The amount of payment is to be set by Board Policy. Travel between schools as a result of a Teacher's request will not be compensated for under this clause.

16.02 Travel Time

Teachers who travel between schools shall be relieved of supervisory duties for a time equivalent to the time normally spent travelling.

A teacher who is assigned duties at two or more locations shall be provided with adequate time to travel between locations. Such time shall be exclusive of preparation time or lunch time.

Article 17 RETIREMENT GRATUITY
See Part A, Section C5 & Part A, Appendix A

- 17.01 When a Teacher who has at least 10 years of continuous service with the Board or its predecessors retires on a pension or is entitled because of age to a deferred pension, or who after ten (10) years of continuous service, is forced to retire due to illness but still merits a pension according to the Teacher's Pension Plan Board Act, the Board will pay to the Teacher accumulated leave in the form of a retiring allowance.
- 17.02 In these cases, the ten (10) years continuous service must immediately precede the retirement year.
- 17.03 The allowance will be calculated on the basis of 1/2 the number of sick leave days standing to the Teacher's credit times 200 of the Teacher's annual salary at the time of retirement to a maximum of 50% of annual salary in accordance with the intention of the Education Act (1974) section 155 (8).
- 17.04 The recipient shall receive one (1) lump sum payment by July 8 unless the Teacher informs the Board in writing that the Teacher wishes to defer part of the payment to the following January.
- 17.05 In the event of the death of a teacher who has been employed by the Board, or one of its predecessor Boards for a minimum of ten (10) consecutive years immediately prior to her/his death, a sick leave credit gratuity based on the formula in **Article 17.03** shall be paid to her/his estate.
- 17.06 A Teacher who submits a resignation by January 31st that is accepted by the Board, shall receive her/his retirement gratuity prior to the end of February on the understanding that any adjustment for overpayment or underpayment will be made to salary at the end of the school year.

Article 18 PREPARATION TIME AND SUPERVISION

- 18.01 Preparation Time:
- a) In addition to preparation time provided during professional activity days or otherwise under this collective agreement the Board shall ensure that effective August 31, 2012, in developing class and teacher timetables, Principals shall schedule the equivalent of 240 minutes per cycle of five instructional days of preparation time during the instructional day, as defined in **Article 6.07**, free from classroom

instruction, supervision or other assigned duties, for each full time Teacher.

- b) Preparation time shall be scheduled in blocks of no shorter than thirty (30) minutes.
- c) Preparation time shall be used for professional activities as determined by the teacher and shall be assigned only during the students' instructional day as defined in **Article 6.07**.
- d) Teachers on part time assignment shall have the amount of preparation time pro-rated as per their teaching assignment.
- e) Professional Activity days shall not be considered instructional days for the purpose of scheduling preparation time.
- f) 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 2008-09 level, to enable full time school-based teaching assignments in the arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.
- g) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for Teachers. The Board may not use the aggregated additional minutes of preparation to hire Occasional Teachers to provide teacher coverage, as opposed to regular Specialist Teachers.
- h) Missed preparation time shall only be rescheduled where a Teacher is required by the principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.
- i) In cases where a teacher has been unable to resolve an issue at the school level with respect to the rescheduling of missed preparation time, the record shall be made available to the Local upon request.

18.02 Supervision

- a) Supervision time shall be defined as the time a Teacher is assigned to supervise students outside the 300 minute instructional day as defined

in **Article 6.07**. Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the instructional day as defined in **Article 6.07**.

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 interval.

- b) The maxima of supervision time for elementary teachers will be 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.
- c) Teachers on part time assignment shall only be required to perform a pro-rated amount of supervision time in accordance with their teaching assignment.
- d) No Teacher shall be required to perform duties in excess of the amount assigned as of March 1, 2005, subject to modifications or changes in assignment or worksite. Clarification of this provision under the PDT shall be in accordance with the Ministry note of February 27, 2009.
- e) Principals will create a draft supervision schedule and make it available to the staff prior to the first instructional day.

Article 19	SICK LEAVE <i>See Part A, C-7.00, Sick Leave</i>
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- 19.01 The Board shall administer a Sick Leave Plan and maintain a sick leave account for each Teacher who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each Teacher as of the commencement of the school year and the number of days of sick leave credited and used thereafter.

Article 20	PERSONAL LEAVE
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- 20.01 Effective September 1, 2013, a Teacher teaching full time with the Board will be eligible for one (1) personal day. A Teacher teaching full time with the Board who has six (6) or more years of service with the Board at the start of the school year, will be eligible for a second Personal Day. Any teacher who was eligible for two (2) Personal Leave Days in 2012-13 will not be negatively affected by this provision.

- 20.02 Effective September 1, 2013, a Teacher teaching part time, will be eligible for the Personal Days in **20.01** above, pro-rated to the Teacher's FTE for the school year.
- 20.03 Where possible a Teacher should give at least three (3) days notice of request.
- 20.04 Assignments and lesson plans are to be left by the Teacher going on a leave.
- 20.05 A Teacher may use only two (2) consecutive school days for any leave period.
- 20.06 Personal Leave Days are not cumulative from year to year.
- 20.07 The Board reserves the right to limit personal leaves. Personal Leaves are subject to the availability of Occasional Teachers.
- 20.08 Requests for Personal Leave will be honoured on a first-come, first-served basis except in cases of emergency; therefore, employees are encouraged to make requests for this leave as far in advance as practicable. There is no need to give a statement as to the reasons for the leave, merely a request for the day.
- 20.09 At the discretion of the Director or designate, more personal leave days or more consecutive personal leave days may be granted.
- 20.10 A Teacher shall be entitled to two additional Personal Leave Days per year pro-rated for part time Teachers. The Teacher shall reimburse the Board for each day at the full cost of an Occasional Teacher. This day will not be deducted from accumulated sick leave.

Article 21	EXTRA CURRICULAR LEAVE
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- 21.01 A Teacher participating in extracurricular activities that involve more than fifty (50) hours shall be entitled to one extra Personal Leave Day per year. The hours shall be monitored and tracked by the Principal. This day must be taken in the school year in which it was earned or in the first term of the next school year and by mutual agreement of the Teacher and the Principal.

Article 22	COMPASSIONATE LEAVE
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- 22.01 Two (2) days shall be granted by the Director or designate for the Teacher to attend to the serious illness or injury of a member of the immediate family (spouse, children, parents, siblings). Child shall include person to whom the Teacher stands in the position of a parent. Spouse shall include a common-law

or same sex partner with whom the Teacher resides. Teachers must exhaust Personal Leave Days prior to requesting Compassionate Leave.

- 22.02 An extension of the leave shall be agreed upon by the Teacher and the Director or designate.

Article 23	BEREAVEMENT LEAVE
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- 23.01 Leave for the day of death will be granted without loss of pay and employee benefits. Bereavement Leave of up to 7 consecutive calendar days commencing the day after death, without loss of pay and employee benefits, shall be granted for bereavement in the family.
- 23.02 Family means spouse, children, step-children, parents, step-parents, parents-in-laws, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, sons-in-law, daughters-in-law. Child shall include a person to whom the Teacher stands in the position of a parent. Spouse shall include a common-law or same sex partner with whom the Teacher resides.
- 23.03 At the discretion of the Director or designate additional teaching days, without loss of pay or employee benefits, may be granted to meet the exigencies of distance and special circumstances.
- 23.04 Bereavement Leave for the death of a close personal friend or relative not mentioned in the list above may be granted at the discretion of the Director or designate, without loss of pay or employee benefits.

Article 24	ATTENDANCE AT COURT OR TRIBUNAL
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- 24.01 A Teacher shall be granted a leave of absence from duty with pay and no loss of sick leave credits by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which she/he is not party or one of the persons charged, provided that the Teacher pays to the Board any fee, exclusive of traveling allowances and living expenses that she/he receives as a juror or witness.

Article 25	QUARANTINE
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- 25.01 A Teacher shall be granted a leave of absence with pay and no loss of sick leave credits as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon her/his duties.

Article 26 PREGNANCY, PARENTAL OR ADOPTION LEAVE

- 26.01 Pregnancy, Parental, and Adoption Leaves shall be granted in accordance with the terms of the Employment Standards Act and as further outlined in this Agreement.
- 26.02 Pursuant to the terms of the Act, a Teacher should notify the Principal and Director of the pregnancy as soon as possible and arrange a suitable date for the commencement of the leave.
- 26.03 The Pregnancy, Parental or Adoption Leave may be extended, upon request of the teacher, as a Leave of Absence to the end of the school year plus:
 - a) Up to one (1) additional school year
 - b) Up to two (2) additional school years by mutual agreement of the Teacher and the Board.

Return from this leave should coincide with the following:

- i) The end of a reporting period
 - ii) The Tuesday after Thanksgiving
 - iii) March Break
 - iv) The Beginning of the next school year
 - v) Any other time as agreed to by the Teacher and the Board
- 26.04 A Teacher intending to use Pregnancy, Parental, or Adoption Leave shall notify the Board in writing of the anticipated date of return to work prior to the commencement of the leave. This does not preclude a Teacher from electing or applying for an extension to the leave under the terms of the Collective Agreement.
- 26.05 A Teacher on Pregnancy, Parental or Adoption Leave is considered to be employed by the Board and may not accept full time employment with another Board, either during the leave or at its conclusion, unless the Board has accepted her/his resignation.
- 26.06 Adoption or Parental Leave shall be available to either parent. A Teacher shall notify the Board at least thirty (30) days prior to the expected commencement of the leave where possible. In the event of special circumstances, the Board shall make all reasonable efforts to accommodate the needs of a Teacher whether or not the Teacher had supplied the specified notification.

- 26.07 Teachers on Pregnancy, Parental or Adoption Leave shall not be paid a salary. The Board will pay the Teacher's benefits as per the Employment Standards Act of seventeen (17) weeks (including the 2 week waiting period) for Pregnancy and thirty-five (35) weeks for Parental or Adoption Leave. The Teacher on Pregnancy, Parental or Adoption Leave may retain membership in any plan beyond the above mentioned periods by paying full premiums applicable, subject to the rights of the insurer.
- 26.08 Following the Teacher's return to duty and subject to **Article 12**, Surplus/Redundancy, then if eligible, the Teacher shall be guaranteed the same position at the same school, where possible or failing that, an equivalent position to that which was held at the commencement of the Leave, or any other employment mutually agreed to by the Teacher and the Board.
- 26.09 When the Teacher reports for work upon the expiration of the Leave, the Board shall permit the Teacher to resume work with no loss of seniority or benefits accrued to the commencement of the Pregnancy, Parental or Adoption Leave.

Article 27	PART TIME TEACHER AND JOB SHARING PLAN
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- 27.01 A Teacher seeking part time teaching or job sharing shall submit to the Director or designate, through the Principal, an application not later than April 1 of the preceding school year.
- 27.02 The applicant will be advised of the Director's decision on or before May 1.
- 27.03 The Teacher's salary, benefits and sick leave credits shall be pro-rated in relation to what would have been received as a regular Teacher; e.g. a half time Teacher receives 50% of salary, etc.
- 27.04 A Teacher will accumulate a full year's credit on the Seniority List for each year in the plan in accordance with **Article 8.05**.
- 27.05 A Teacher who participates in either plan shall automatically revert to full time after one year unless application is made by April 30th to continue in the plan. The applicant will be advised of the Director's decision regarding the extension of an additional year on or before May 20th. No extension will be allowed beyond these two years.

27.06 On return to full time teaching, the Teacher will be assigned to her/his former position (including position of responsibility) or to an equivalent position to that formerly held or any other position mutually consented to by the Teacher and the Board.

Article 28 ADMINISTRATIVE LEAVES

28.01 Leave for Principal & Vice Principal Experience

A leave of up to two (2) years may be granted to a Teacher to enable the Teacher to experience a Principal or Vice Principal assignment with the Rainy River District School Board. During this leave the Teacher will not gain seniority on the retention schedule. By April 1 of the second year of the leave, the Teacher must declare whether or not she/he is returning to an assignment within the Bargaining Unit covered by this Collective Agreement or opting to remain in a Principal or Vice Principal position outside the Rainy River District Elementary Teachers' Bargaining Unit. Should the Principal or Vice Principal decide to return to the Bargaining Unit, the provisions in **Article 32** shall apply.

28.02 A copy of the letter granting the Leave shall be forwarded to the Local President.

28.03 Acting Administrative Positions

28.03.01 The Parties agree that a Teacher who is a member of the Local may substitute for an absent Principal or Vice Principal for a period not to exceed one (1) year. For the purpose of determining seniority, service in an acting position shall be considered as continuous service in the Bargaining Unit. The Teacher shall continue to pay Union dues.

28.03.02 For the duration of a Teacher's appointment to a Replacement Principal or Vice Principal position, the terms of this Agreement shall apply (**excluding Articles 9, 15 and 18**). In particular:

- a) The Teacher shall continue to be enrolled in the benefit plans applicable as a Teacher;
- b) The Teacher shall continue to accrue seniority as a Teacher;
- c) The Teacher shall pay Union dues on the salary received.

28.03.03 Upon the conclusion of the replacement appointment as described in **28.03.01**, the Teacher will have the right to be returned to the same position previously held or to an equivalent position.

Article 29 LEAVE COMMITTEE

- 29.01 **Article 30** shall be administered by the Leave Committee.
- 29.02 The Leave Committee shall consist of two (2) members appointed by the Local, two (2) members appointed by the Board and the Director or designate Who will act as secretary to the Committee, and receive applications for leave. The Director or designate will be a non-voting member.
- 29.03 A member of the Committee appointed by the Teachers and a member of the Committee appointed by the Board shall act alternately, on an annual basis, as Chair and Vice-Chair.
- 29.04 The Local and the Board may appoint alternates for the Leave Committee members.
- 29.05 The Committee will review applications for leave based on the criteria established.
- 29.06 The Leave Committee shall, after reviewing all applications submitted, approve or reject each application, and then report to the Board the names of candidates for leave.
- 29.07 The final selection of Leave shall be made by the Leave Committee and any decision reached must be supported by at least three (3) members of the Committee.
- 29.08 The approval or rejection of each application is the responsibility of the Board.
- 29.09 If requested by an applicant, a written explanation outlining the reasons for rejection shall be provided by the Chairperson of the Leave Committee.
- 29.10 The applicants will be advised of the Board's decision on or before April 30 by the Secretary of the Board.
- 29.11 A Teacher planning to seek leave shall:
 - 29.11.01 Submit to the Director or designate through the Principal, the required application form not later than March 31 of the school

year immediately before the school year when the Teacher would begin the leave.

- 29.11.02 Present with the application, a statement of the proposed plans for leave.
- 29.11.03 The Director or designate will pass the application and attached information to the Leave Committee for its consideration by April 15th.
- 29.11.04 All Teachers wishing to participate in a leave shall be required to sign a memorandum of agreement by the Board before final approval for participation will be granted. The signing by the Teacher shall be completed within 7 school days of notification of approval of the application.

Article 30	DEFERRED SALARY LEAVE PLAN
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- 30.01 The Deferred Salary Leave Plan has been developed to afford a Teacher the opportunity of taking a one (1) year leave of absence with pay by spreading the salary payments over a deferred period.
- 30.02 The granting of such a leave shall be governed by the following criteria:
 - 30.02.01 The Teacher is a permanent employee with the Board.
 - 30.02.02 The Teacher is unlikely to be declared surplus during the term of the Plan.
 - 30.02.03 The Teacher must declare that, notwithstanding emergency circumstances, the Teacher intends to serve the Board to the end of the completion of the Plan.
 - 30.02.04 Program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances.
 - 30.02.05 The leave shall be taken on the last year of the plan. The leave year can be deferred for one additional year.
 - 30.02.06 Such other criteria as deemed by the Leave Committee to be appropriate in the individual circumstances.
- 30.03 Acceptance or rejection of the application shall be in writing, setting out the terms and conditions of the leave or explaining the reasons for denial. Final

approval of the leave shall rest with the Board, who shall make the decision prior to April 30.

- 30.04 The payment of salary, benefits and the timing of the Deferred Salary Leave Plan may be as follows:
- 30.04.01 In the first four (4) years of the plan, a Teacher will be paid 80% of proper grid salary and applicable allowances. The remaining 20% of annual salary will be accumulated, and this amount plus the interest earned shall be retained by the Board to finance the year of leave.
 - 30.04.02 With the approval of the Leave Committee, a Teacher may select an alternative term for the leave other than that specified in **30.04.01** and of the timing of the one year leave of absence.
- 30.05 The rate of interest will be set annually in November and will not be less than the Canada Savings Bond one year rate of the current year. Simple interest is to be computed and paid into the account annually.
- 30.06 Benefit payments may be made on behalf of the staff member on leave, upon request of the Teacher, and subject to the agreement of the service agency involved, provided installment payments are made to the Board by the staff member, in full, in advance.
- 30.07 On return from leave, a Teacher will be assigned to the same position (including position of responsibility), or, if said position no longer exists, an equivalent position to that which was held prior to the commencement of the Leave or any other position mutually consented to by the Teacher and the Board. **Article 11.01** shall apply to Teachers on leave.
- 30.08 Should a Teacher die while participating in the Plan, any monies accumulated, plus interest owed at the time of death, shall be paid to the Teacher's estate.
- 30.09 A Teacher participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the one (1) year Leave of Absence not been taken.
- 30.10 During the year's Leave of Absence, sick leave credits cannot be used or accumulated.
- 30.11 A Teacher declared redundant before the commencement of the leave will be required to withdraw from the Plan and will be paid a lump sum adjustment

for any monies deferred to the date of withdrawal, plus any interest earned (**see 30.05**). Repayment shall be made within 60 days of withdrawal from the Plan.

30.12 Ontario Teachers' Pension Plan deductions from the Teacher's salary, during the leave of absence, are to be continued as required by the Ontario Teachers' Pension Plan.

30.13 Plan Withdrawal/Deferral

30.13.01 A Teacher may withdraw from the Plan anytime prior to taking the Leave of Absence. Upon withdrawal any monies accumulated, plus interest owed (**see 30.05**), will be repaid to the Teacher within sixty (60) days of notification of a desire to leave the Plan.

30.13.02 In the event that a suitable Teacher replacement cannot be hired for a Teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, a Teacher may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal (**see 30.05**). In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.

30.13.03 Should deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest (**see 30.05**) until the leave of absence is granted.

30.14 Memorandum of Agreement and Seniority List Credit

30.14.01 A Teacher wishing to participate in the Plan must sign a Memorandum of Agreement with the Board before final approval will be granted.

30.14.02 A Teacher on this Plan will accumulate a full year's credit on the Seniority List for the year while on leave.

Article 31	TEACHER EXCHANGE LEAVE
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31.01 Teachers and the Board are encouraged to take advantage of and participate in such opportunities as are afforded by Teacher Exchange Leaves.

- 31.02 A Teacher will accumulate a full year's credit on the Seniority List for each year she/he participates in such leaves.

Article 32	OTHER LEAVES
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- 32.01 A Teacher employed by the Board for at least two (2) years desiring a Leave of Absence of not more than two (2) years must have the permission of the Board. Requests for leave must be submitted in writing to the Director or designate, through the Principal, with a copy to the Local President, by April 1st. Timelines may be waived for extenuating circumstances. Leave may be granted at the discretion of the Board. If the Board grants this leave it shall be at the Teacher's own expense. The applicant and the Local President will be advised of the Director's decision in writing on or before May 1st, or if timelines have been waived, within one (1) month of receipt of the request.
- 32.02 The Teacher who is granted such an alternative leave shall neither lose nor gain seniority.
- 32.03 A Teacher on leave without pay, who is eligible and wishes to continue participating in the Ontario Teachers' Pension Plan is responsible for making arrangements directly with the Ontario Teachers' Pension Plan Board.
- 32.04 Upon request of the Teacher and subject to the agreement of the service agency involved, benefit payments may be made on behalf of the teacher on leave. The Teacher shall provide post dated cheques to the Board in advance.
- 32.05 During the period of the Leave the Teacher shall not accumulate any sick leave credits.
- 32.06 On return from leave, a Teacher will be assigned to the same school in a position for which she/he is qualified or agrees to become qualified within one year of appointment.

Article 33	UNION RELEASE TIME / LEAVE
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- 33.01 Upon application, full time leave will be granted for the President of the Local. The President will receive regular salary, benefits, experience for grid placement and seniority for the period of the leave. Effective September 1, 2009, the Board shall continue to pay full salary and benefits for the Teacher(s) concerned. The Local will reimburse the Board the cost of salaries and benefits based on a Teacher in Category A2, Step 0 and if applicable any responsibility allowances. On return from leave, the Teacher will be assigned to the same position if it still exists or an equivalent position to that which was

held at the commencement of the leave, or any other position mutually agreed to by the Teacher and the Board.

- 33.02 Upon the request of the Local, the Board shall release the designated Teacher(s) for the purpose of conducting official Union business. Such leave shall be subject to prior arrangements with the Director, the reasonable requirements of the timetable and the availability of Occasional Teachers to replace the Teacher(s) involved. Absences may be either half days or full days. These Teacher(s) shall suffer no loss of salary and benefits and the Local agrees to reimburse the Board for the full cost of any Occasional Teachers required to replace Teachers on such leave.

Article 34	ACCESS TO INFORMATION
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- 34.01 The Board agrees to abide by the provisions of the Freedom of Information and Protection of Privacy Act and all regulations thereunder.
- 34.02 Personnel Files
- 34.02.01 Personnel files of a Teacher, maintained in the Board Office, shall be available to the Teacher for inspection at any reasonable time during the regular working hours of that office.
- 34.02.02 A Teacher shall be entitled, upon request, to copies of any materials contained in the Teacher's personnel file(s).
- 34.02.03 Where a Teacher authorizes, in writing, access to the Teacher's personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 34.02.04 A Teacher shall receive copies of any personnel related materials placed in their files.
- 34.02.05 A Teacher shall be entitled to correct inaccuracies or errors in documents contained in the Teacher's personnel file or to append notices of corrections or inaccuracies to documents within the file which in the Teacher's view, possess errors or inaccuracies.
- 34.02.06 Upon written request of the Teacher to the Director of Education, documents contained in the Teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file two (2) years after their date of

issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in a Teacher's file.

- 34.02.07 No medical records or medical information shall be stored in school files. All such information shall be provided by Teachers directly to the Manager of Human Resources, or designate, and stored in a confidential manner.

Article 35	HARASSMENT POLICY
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- 35.01 The Board's Harassment Policy and Procedure will reflect the requirements contained in the Occupational Health and Safety Act.

Article 36	OCCUPATIONAL HEALTH AND SAFETY
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- 36.01 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.
- 36.02 The Board shall recognize its obligations to provide a safe and healthful environment for Teachers. The Board shall carry out all duties and obligations under the Occupational Health and Safety Act, and its accompanying regulations.
- 36.03 An individual identified as a representative for the Teachers in any matters pertaining to the Occupational Health and Safety Act shall be deemed part of the decision making committee of the Board on issues concerning health and safety as they relate to the teaching environment.

Article 37	MEDICAL AND PHYSICAL PROCEDURES
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- 37.01 A Teacher shall not be required to provide any medical/physical assistance to pupils except in the instance of medical emergencies.

Article 38	GRIEVANCE PROCEDURE
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38.01 Definitions

38.01.01 "Grievance" is defined and restricted to the interpretation, application or alleged violation of a specific article or section of this Agreement and any Letter of Understanding that indicates it is grievable.

38.01.02 "Party" shall be defined as:

- a) The Local/Union
- b) The Board.

38.01.03 "Statement of Grievance" shall be in writing, naming the Party involved and

- a) shall state the facts giving rise to the Grievance;
- b) shall identify the article or articles allegedly violated;
- c) shall state the contention of the Party with respect to the provisions;
- d) shall indicate the specific relief requested.

38.02 General Guidelines

38.02.01 The time limits and other procedural requirements set out in this Article are mandatory and not merely directory. If the Grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

38.02.02 If an official fails to reply to a grievance within the time limit set out at any stage, the Grievor will submit the grievance to the next step of the grievance procedure.

38.02.03 At any stage of the grievance procedure, the time limits imposed upon either Party may be extended by written mutual agreement.

38.02.04 The Grievor may elect to be represented by counsel or representatives of the Local at any stage of the grievance/ arbitration procedure.

- 38.02.05 Days referred to in this procedure are working days.
- 38.03 Complaint
 - 38.03.01 If a Teacher who is covered by this Agreement claims to have a complaint, the Teacher may informally attempt to resolve the matter with the Principal within ten (10) days of the occurrence giving rise to the complaint or within ten (10) days of the time that the Teacher should reasonably have been aware of the alleged violation.
 - 38.03.02 The Principal shall meet with the Teacher at a mutually agreed upon time to attempt to resolve the complaint informally after consultation with the appropriate Superintendent and shall state a position in writing within five (5) days of receiving the complaint.
- 38.04 Step One
 - 38.04.01 Should the Grievor be dissatisfied with the stated position of the Principal, regarding the complaint, such complaint shall be submitted in writing in accordance with **Article 38.01.03** to the appropriate Superintendent within seven (7) days after the receipt of the reply from the Principal involved.
 - 38.04.02 The complaint shall constitute a formal grievance at Step One.
 - 38.04.03 The appropriate Superintendent shall arrange a meeting with the Grievor and the Grievor's Federation Representative at a mutually agreed upon time within five (5) days of receipt of the written complaint and attempt to resolve the complaint.
 - 38.04.04 The appropriate Superintendent shall answer the grievance in writing within seven (7) days following the meeting.
- 38.05 Step Two
 - 38.05.01 Should the Grievor be dissatisfied with the stated written position of the appropriate Superintendent, the Grievor may submit, within seven (7) days after the receipt of the written position of the Superintendent, a written request for a meeting with the Director or designate.

- 38.05.02 The Director or designate will hold such a meeting within seven (7) days of the Grievor's request. As in all other stages of the grievance/arbitration process, the Grievor has the option of being represented at the meeting by a Federation representative.
- 38.05.03 The Director shall give the Grievor a decision in writing, within seven (7) days following the meeting.
- 38.06 Policy Grievance
- 38.06.01 The Local or Board shall have the right to file a grievance commencing at Step Two, following the applicable procedures, concerning the interpretation, application, administration or alleged violation of the Agreement.
- 38.06.02 Such grievance shall be filed within fifteen (15) days of the occurrence giving rise to the complaint or within fifteen (15) days of the time that the Local/Board should reasonably have been aware of the alleged violation.
- 38.07 Arbitration
- 38.07.01 If no settlement is reached at Step Two, either Party may refer the matter to Arbitration within seven (7) days after the receipt of the Director's/designate's reply under the terms as established in the Labour Relations Act.
- 38.07.02 The Parties may, by written agreement, substitute a single Arbitrator for the Board of Arbitration and such Arbitrator shall possess the same powers and be subject to the same limitations.
- a) The jurisdiction of the single Arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance and the terms of the agreement.
 - b) The single Arbitrator or Arbitration Board shall not by decision add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.
 - c) The single Arbitrator's or Arbitration Board's decision shall be final and binding upon the Parties.

38.08 Cost of Arbitration

Each of the Parties shall pay the expenses of its appointee to the Arbitration Board, and each Party shall pay one-half (1/2) of the remuneration and expenses of the single Arbitrator or the Chair of the Arbitration Board.

38.09 Cost to Individual Teacher

Any grieving Local Member shall be allowed the necessary time off school to attend the arbitration hearing, without loss of pay or employee benefits. The cost of an Occasional Teacher, if necessary, will be borne by the Teacher, and there will be no cost to the Board.

38.10 Grievance Mediation

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

Article 39 COPIES OF THE COLLECTIVE AGREEMENT

39.01 Each member of the bargaining unit shall be provided with a copy of this Collective Agreement, at Board expense, within thirty (30) days of the signing of the agreement. Each applicant, when accepted for employment, shall be provided with a copy of this Collective Agreement at Board expense.

39.02 The official copy of the signed negotiated items shall be kept available for future reference in the Board Office for five (5) years.

Article 40 PROFESSIONAL DEVELOPMENT

40.01 A yearly amount of up to \$10,000 will be paid to a fund for professional development to a cap of \$20,000 in the fund on September 1st each year. The Board agrees to pay a professional development subsidy to Teachers according to a Course Subsidy Policy agreed to by the Board and the Local. (Course Subsidy Application Form - Appendix D).

Article 41 ASSESSMENT DAYS

41.01 Each school year, 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.

Article 42	STAFF MEETINGS
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42.01 Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and Board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.

Article 43	PEER COACHING AND MENTORING
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43.01 Except as otherwise required in the Education Act or in regulation, no teacher shall be required to act as a peer coach or mentor to another teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any teacher.

Article 44	LABOUR MANAGEMENT COMMITTEE
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There will be a Labour Management Committee. The parties agree to meet on mutual consent to discuss issues of concern.

**LETTER OF UNDERSTANDING:
Implementation of the Grade 4-8 Class Size Reduction Under the PDT**

The average class size for 2008-09 is 22.88. In accordance with the PDT, the Board will reduce the Grade 4-8 average class size as follows:

2009-10: by 0.1 over their 2008-09 Grade 4-8 average class size: 22.78

2010-11: by 0.2 over their 2008-09 Grade 4-8 average class size: 22.68

2011-12: by 0.3 over their 2008-09 Grade 4-8 average class size: 22.58

Aug 31, 2012: by 0.5 over their 2008-09 Grade 4-8 average class size: 22.38

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

**LETTER OF UNDERSTANDING:
Report Card/System Assessment Day**

For the 2009-2010 school year, each full time Teacher shall be allocated one-half (0.5) day (pro-rated for part time teachers) free from instruction and supervision for the purposes of preparing report cards. The use of this time is subject to the approval of the Principal for release from the school and subject to the availability of Occasional Teacher coverage.

Effective September 1, 2010, each full time Teacher shall be allocated one-half (0.5) day (pro-rated for part time teachers) free from instruction and supervision for Rainy River District School Board mandated assessments. Such assessments are defined as ORA, CASI, Writing Exemplars, OLA, SK Screening, EDI (if applicable that year) or other mandated system assessments as outlined in the Rainy River District School Board Elementary Literacy Assessment Plan. The use of this time is subject to the approval of the Principal for release from the school and subject to the availability of Occasional Teacher coverage.

**LETTER OF UNDERSTANDING:
Mine Centre**

1. Salary:

The parties agree that effective September 1, 2008, the current Teachers from Mine Centre School will be covered by the provisions of the Rainy River District School Board and ETFO-Teacher Collective Agreement. However, their combined salary and additional salary rate will be red-circled until the salary rate in the Rainy River District School Board Teacher Collective Agreement exceeds their current salary and additional salary rate. It is further understood that the 2% for the 2008-2009, the 2% for 2009-2010, the 3% for 2010-2011, and the 3% for the 2011-2012 annually provided by the PDT agreement will be paid to the current Mine Centre Teachers as a lump sum payment on their last pay for the current school year. This lump sum will start with the last pay for the 2008-2009 school year. This payment will occur on each subsequent year until such time as the red-circling ends or the end of the Collective Agreement, whichever occurs sooner.

2. Personal Leave:

For the 2008-2009 and 2009-2010 school years only, the Mine Centre provisions with respect to Personal Leave and Extracurricular Activities will continue. Any PL days banked (to a maximum of 2) at August 31, 2010 will be paid out at the Occasional Teacher rate.

3. Effective September 1, 2010, Mine Centre Teachers will be covered under the ETFO Rainy River District Teacher Collective Agreement for personal leave days and extracurricular activities days.

4. Sick days:

It is understood that currently two Mine Centre teachers have a sick leave bank greater than 230 days. Therefore, for these two employees, the sick leave accumulation will be capped at 250 days as long as the employee maintains at least 230 days. If the employee drops below 230 days, the sick leave cap will be reduced to 230 days.

5. Course Reimbursement:

- a) A teacher who successfully completes courses requested by the Teacher or the Board and approved by the Superintendent which relate to methodology, curriculum content, or Ministry certification, and who remains on the Mine Centre School teaching staff for the next school year shall be reimbursed for tuition fees and related expenses to a maximum of \$1,000 per teacher per year. This course reimbursement for current Mine Centre Teachers ends on August 31, 2011.
 - b) During this period, the Mine Centre Teachers do not have access to the Rainy River Collective Agreement **Section 40** Professional Development.
6. In the event of any administrative transfer, surplus to school or redundant and recalled to the Board of the Mine Centre Teachers prior to the end dates for: Mine Centre Salary, Personal Leave and Course Reimbursement (with the exception of sick leave accumulation, which shall continue for the duration of employment), any rights and/or responsibilities in this Collective Agreement specific to Mine Centre Teachers shall continue to apply.
7. If a Teacher from Mine Centre School voluntarily transfers to or applies for and receives another assignment in another zone during the term of this Letter of Understanding, the rights and/or responsibilities of this Letter of Understanding will cease to apply.
8. Cultural Leave at Mine Centre remains in effect to August 31st, 2012. Effective September 1st, 2012, the Board agrees to meet with the Union when requested to discuss the issue of Cultural Leave should there be issues related to how the leave is administered under **Article 23.04** (Bereavement Leave).
9. Mine Centre teaching staff will each receive a lump sum payment of \$500 upon ratification of this Collective Agreement.

**LETTER OF UNDERSTANDING:
Employee Benefits**

The parties agree to form a joint committee to review employee benefits.

**LETTER OF UNDERSTANDING:
Payroll Transition**

In the 2015-16 school year, the payroll will transition to a semi-monthly payment schedule. In order to do so 40% of a Teacher's annual salary will be paid by December 31, 2015. The remaining 60% of a Teacher's annual salary will be paid twice monthly on the 15th of the month and the last day of the month, starting January 15, 2016 and ending August 31, 2016. Should any pay date fall on a weekend or holiday, payment will be made on the last business day prior to that date.

APPENDIX A – MEMORANDUM OF AGREEMENT FOR A DEFERRED LEAVE PLAN

I have read and agree to the terms and conditions of the Leave Plan attached hereto. I also agree to the following additional conditions:

- 1) The period of my Plan shall commence September 1, ____ and terminate August 31, ____,
- 2) I agree to take my leave year commencing September 1, ____ and terminating August 31, ____,
- 3) During the school years ____, ____, ____ and ____, I agree to be paid at the rate of ____ of my annual salary as determined by the Collective Agreement in effect during those years. I accept responsibility for any financial indemnity arising out of participation in this Plan,
- 4) I agree to fulfil my contractual obligations to the Rainy River District School Board until August 31, ____,
- 5) I agree, during my Leave, to be paid in total, the amount which will be withheld during the years in which I participate in the Plan plus any accumulated interest. The method of payment shall be the same as outlined in the Agreement.

Date _____ Teacher's Signature _____

APPENDIX B

RAINY RIVER DISTRICT SCHOOL BOARD

JOB VACANCY OR NEW POSITION POSTING

Date: _____

To: MEMBERS OF THE ELEMENTARY TEACHERS' FEDERATION

Date Required: _____

Job Title: _____

Prerequisite Experience: _____

Qualifications and Certification Requirements: _____

General Job Description: _____

Location: _____

Apply in writing to: _____

Closing Date: _____

APPENDIX C

**Rainy River District School Board
Teacher Transfer/Exchange Request Form**

TEACHER INFORMATION:

Name: _____ **Present School:** _____

Present teaching Assignment: _____

Previous Teaching Assignments

Schools	Year	Assignment

Basic Qualifications: PRIMARY JUNIOR INTERMEDIATE SENIOR

Preferred Placement: _____ PRIMARY _____ JUNIOR _____ INTERMEDIATE _____ SENIOR

(Number in order of preference or N/A)

Area of expertise: _____ (i.e. French, Spec. Ed, Music, Tech, Computers)

TRANSFER EXCHANGE (if exchange, with whom: _____)

Elementary School Preference: (number in order of preference or N/A)

<u>Zone</u>	<u>School</u>
West	_____ Riverview _____ McCrosson-Tovell
Central	_____ Sturgeon Creek _____ SCAP _____ Donald Young _____ Crossroads
East	_____ J.W.Walker _____ Robert Moore _____ Gr. 7 & 8 FFHS
Nestor Falls	_____ Nestor Falls
Atikokan	_____ North Star _____ Grade 7 & 8 AHS
Mine Centre	_____ Mine Centre

Secondary School Preference: (indicate first and second choice below)

- _____ Rainy River High School
- _____ Fort Frances High School
- _____ Atikokan High School
- _____ Sturgeon Creek Alternative Program

All teacher requested transfers are by mutual consent and will be *considered* in the staffing process. Signature below indicates mutual consent to a placement in one of the schools noted as preferred. Copies of this form will be forwarded to Federation Presidents on May 1st.

Signature: _____ Date: _____

NOTE: Fax (807-274-1950) all *Teacher Transfer Request/Exchange* forms to the Human Resources Department prior to April 30th of the current school year (to be effective the following September).

Revised June 2, 2009

APPENDIX D

COURSE SUBSIDY APPLICATION

Date of Application: _____

Name of Applicant: _____ School: Choose an item.

	Course #1	Course #2
Course Title	_____	_____
Offered By (Institution)	_____	_____
Offered at (Location)	_____	_____
Length of Course (weeks)	_____	_____

I feel that the above course will be of value to this education system and our students for the following reasons:

Signature: _____ Date: _____*

Note: Final date of application is September 15th.

OFFICE USE ONLY:

Date Received: _____*

Please forward this course subsidy application form to the superintendent of education by September 15th. Retain a copy of the original for your records.

Approval: Course #1 Course#2

ETFO

Superintendent of Education

*

Date:

*

Date:

Claim for Course Subsidy

NOTE:

- i) For courses taken between September 1st and August 31st, please forward this Claim for Course Subsidy form with evidence of successful completion to the Superintendent of Education by September 15th of the following school year.
- ii) If the total of the requests for subsidies exceeds the amount available, it will be pro-rated among the approved applicants.

ESTIMATE OF COSTS: COURSE #1 – Expenses:

a) $\frac{\text{_____}}{\text{Tuition}} + \frac{\text{_____}}{\text{Books}} = \frac{\text{_____}}{\text{Total}} \times .5 = \$ \text{_____} \text{ (max. \$500)}$

Claim (b) or (c):

b) Travel/accommodation at site beyond 200 km
 $\frac{\text{_____}}{\text{Site}} \frac{\text{_____}}{\text{Cost}} \text{ km} \times .5 = \$ \text{_____} \text{ (max. \$500)}$

c) Travel (50 – 199 km) from primary residence
 $\frac{\text{_____}}{\text{(km)} \times .37} = \$ \text{_____} \text{ (max. \$200)}$

COURSE #2 – Expenses:

a) $\frac{\text{_____}}{\text{Tuition}} + \frac{\text{_____}}{\text{Books}} = \frac{\text{_____}}{\text{Total}} \times .5 = \$ \text{_____} \text{ (max. \$500)}$

Claim (b) or (c): **NOTE: IF COURSE #2 IS TAKEN AT THE SAME TIME, IN THE SAME LOCATION, S COURSE #1, TRAVEL AND ACCOMMODATION WILL BE PAID ONLY ONCE.**

b) Travel/accommodation at site beyond 200 km
 $\frac{\text{_____}}{\text{Site}} \frac{\text{_____}}{\text{Cost}} \times .5 = \$ \text{_____} \text{ (max. \$500)}$

c) Travel (50 – 199 km) from primary residence
 $\frac{\text{_____}}{\text{(km)} \times .37} = \$ \text{_____} \text{ (max. \$200)}$

TOTAL CLAIM \$ _____

Name of Applicant (Please print) _____

Signature of Applicant _____ Date: * _____

Evidence of successful completion attached: Yes _____ No _____

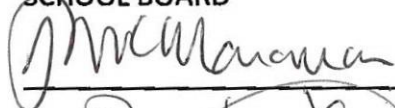
Approval for Disbursement: Date: _____ * _____


ETFO President: _____ Superintendent of Education: _____

Agreement of Contract

IN WITNESS WHEREOF the parties have through their duly authorized representatives hereunto signed their names as of the day of June, 2016.

FORTHE RAINYRIVERDISTRICT
SCHOOL BOARD





FOR THE ETFO- RAINY RIVERDISTRICT
TEACHER LOCAL

