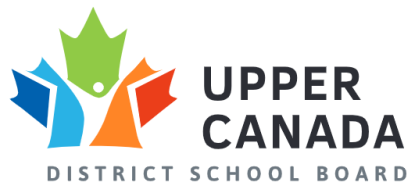


COLLECTIVE AGREEMENT

BETWEEN

THE UPPER CANADA DISTRICT SCHOOL BOARD

(HEREIN CALLED "THE BOARD" OR "THE EMPLOYER")



AND

ELEMENTARY TEACHERS OF ONTARIO – UPPER CANADA LOCAL

(HEREIN CALLED "THE UNION")



SEPTEMBER 1, 2022

TO

AUGUST 31, 2026

Table of Contents

Table of Contents	2
PART A – CENTRAL TERMS	4
C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	4
C2.00 DEFINITIONS	4
C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL	5
C4.00 CENTRAL GRIEVANCE PROCESS	6
C5.00 BENEFITS	8
C6.00 SICK LEAVE	11
C7.00 CENTRAL LABOUR RELATIONS COMMITTEE	14
C8.00 MINISTRY/SCHOOL BOARD INITIATIVES	15
C9.00 DIAGNOSTIC ASSESSMENT	15
C10.00 STATUTORY LEAVES OF ABSENCE/SEB	16
C11.00 CLASS SIZE/STAFFING LEVELS	18
APPENDIX A – RETIREMENT GRATUITIES	19
LETTER OF AGREEMENT #1	20
RE: Sick Leave	20
LETTER OF AGREEMENT #2	21
RE: Task Force on the Utilization of Sick Leave	21
LETTER OF AGREEMENT #3	22
RE: Violence Prevention Health and Safety Training	22
LETTER OF AGREEMENT #4	23
RE: Professional Activity (PA) Days	23
LETTER OF AGREEMENT #5	24
RE: Occasional Teacher Ability to Lock the Classroom Door	24
LETTER OF AGREEMENT #6	25
RE: Employment Insurance (EI) Rebate	25
LETTER OF AGREEMENT #7	26
RE: Status Quo Central Items	26
LETTER OF AGREEMENT #8	27
RE: Individual Education Plans	27
LETTER OF AGREEMENT #9	28
RE: Support for Students Committee	28
LETTER OF AGREEMENT #10	29
RE: Provincial Working Group - Health and Safety	29
LETTER OF AGREEMENT #11	30
RE: Violent Incident Debriefing Training	30
LETTER OF AGREEMENT #12	31
RE: Violence Prevention in School Boards	31
LETTER OF AGREEMENT #13	32
RE: Integration of Students	32
LETTER OF AGREEMENT #14	33
RE: Hybrid Instruction	33
LETTER OF AGREEMENT #15	34
RE: Hiring Practices	34
LETTER OF AGREEMENT #16	35
RE: Safe Teaching and Learning Environments	35
PART B – LOCAL TERMS	36
ARTICLE 1 - PURPOSE	36
ARTICLE 2 – SCOPE AND RECOGNITION	36
ARTICLE 3 – UNION DUES AND ASSESSMENTS	36
ARTICLE 4 – RIGHTS AND RESPONSIBILITIES	37

ARTICLE 5 – STRIKES AND LOCKOUTS.....	38
ARTICLE 6 – GENERAL CONDITIONS	38
ARTICLE 7 – UNION REPRESENTATIVES	39
ARTICLE 8 – ACCESS TO INFORMATION.....	39
ARTICLE 9 - COPIES OF THE COLLECTIVE AGREEMENT	41
ARTICLE 10 – SALARY AND ALLOWANCES	41
Note: Updated Salary Grids and Allowances will be determined following the arbitration as prescribed by the Central Agreement	43
ARTICLE 11 – EXPENSES	47
ARTICLE 12 – PRINCIPAL OR VICE PRINCIPAL DESIGNATE.....	48
ARTICLE 13 – ACTING ADMINISTRATIVE APPOINTMENTS	48
ARTICLE 14 – WORKING CONDITIONS.....	49
ARTICLE 15 – PROFESSIONAL DEVELOPMENT	54
ARTICLE 16 – OCCUPATIONAL HEALTH & SAFETY.....	54
ARTICLE 17 – SICK LEAVE AND SHORT-TERM LEAVE DISABILITY PLAN.....	54
ARTICLE 18 – LEAVES OF ABSENCE	55
ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE	62
ARTICLE 20 – RETIREMENT GRATUITY.....	66
ARTICLE 21 – SENIORITY	68
ARTICLE 22 – OUT OF SCHOOL TEACHING ASSIGNMENTS	69
ARTICLE 23 – ANNUAL STAFFING PROCESS	71
ARTICLE 24 – RECRUITMENT	79
ARTICLE 25 – RETIREMENT & RESIGNATION	81
ARTICLE 26 – GRIEVANCE ARBITRATION PROCEDURE.....	81
ARTICLE 27 – CORRESPONDENCE.....	83
ARTICLE 28 – BENEFITS	84
ARTICLE 29 – EI REBATE	84
ARTICLE 30 – CONTINUING EDUCATION TEACHERS	85
APPENDIX A.....	87
RETIREMENT GRATUITY PROVISIONS-Predecessor Boards.....	87
LETTER OF UNDERSTANDING #1	91
Re: Reporting Exemplars	91
LETTER OF UNDERSTANDING #2	92
Re: Missed Preparation Time and the Scheduling Preparation Time	92
LETTER OF UNDERSTANDING #3	93
Re: Elementary Professional Development Fund.....	93

PART A – CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

- a) The Parties to the collective agreement are the School Board and the employee bargaining agent.
- b) Central collective bargaining shall be conducted by the central Employer and employee bargaining agencies representing the local Parties.

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

C2.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 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, 2014*, as amended, 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, 2014*, as amended 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

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, 2014*, as amended, 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 “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- c) 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 BENEFITS

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 ("ETFO ELHT"). The date on which School Boards and the bargaining units commenced participation in the ETFO ELHT shall be referred to herein as the "Participation Date".

C5.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the ETFO ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement ("ETFO represented employees").
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active 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. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.

- c) Retirees who were previously represented by ETFO, and who were, and still are, members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.
- e) Eligibility is limited to long-term occasional and permanent Teachers.

C5.3 Funding

- a) All funding in section c) shall be subject to the following conditions:
 - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT's expense, within 30 days after their decision to make the change.
 - ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
 - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.
- c) The funding rate shall be increased for inflation as follows on the following dates:
 - i. September 1, 2022: 1% (\$6,235.74)
 - ii. September 1, 2023: 1% (\$6,298.10)
 - iii. September 1, 2024: 1% (\$6,361.08)
 - iv. September 1, 2025: 1% (\$6,424.69)
 - v. August 31, 2026: 4% (\$6,681.68)

C5.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.

- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.
- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out;
 - ii. Divide i) by 194 days;
 - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

C5.5 Benefits Committee

A benefits committee comprised of equal representation from ETFO, OPSBA, the Crown, and ETFO ELHT shall convene upon request to address all matters that may arise in the operation of the ETFO ELHT.

C5.6 Privacy

The Parties agree to inform the ETFO ELHT administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The ETFO ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C5.7 Benefits not provided by the ETFO ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for daily Occasional Teachers as term of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

C5.8 Payment in Lieu of Benefits

- a) All employees not transferred to the ETFO ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive a payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the ETFO ELHT are not eligible for pay in lieu of benefits.

C5.9 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.

C6.00 SICK LEAVE

C6.1 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. Routine medical and dental appointments will be scheduled outside of working hours where possible.

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 their 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 their 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 that 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 their 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 Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. 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 their position. Where this is required, such information shall include their 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.

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C7.1** 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.

C7.2 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.

C7.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.

C7.4 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.

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

ETFO will be an active participant in the consultation process at the Ministry Initiatives Committee. The Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training and resources.

If a new or modified policy initiative is not discussed at the Ministry Initiatives Committee in advance of implementation, it will be discussed at the next meeting. Alternatively, the Crown will endeavor to provide an informational briefing to ETFO and OPSBA at another forum prior to the next Ministry Initiatives Committee, which may include other attendees at the discretion of the Crown.

At the local level School Boards and locals shall meet regarding:

- The development, implementation and evaluation of new ministry/School Board initiatives;
- The timing of new ministry/School Board initiatives;
- The integration of possible new ministry/School Board initiatives; and
- Training and professional learning requirements.

C9.00 DIAGNOSTIC ASSESSMENT

a) For the purposes of C9.00, 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.

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness 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, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- 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 (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short term disability plan.

Family Medical Leave or Critical Illness 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 EI 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 EI 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 EI benefits during the absence period as specified in this plan.
- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI 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 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 they have applied for and are in receipt of EI 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 Winter breaks etc.).

Payment shall be made to the Teacher in accordance with the School 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.

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. 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

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

AND

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

RE: Sick Leave

The Parties agree that any current local 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, 2019.

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.

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

The parties and the Crown agree to establish a task force to review data and explore leading practices related to utilization of sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of ETFO and OPSBA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating separate teacher and education worker sector-wide task forces. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. gather and explore data, by unionized job classifications, on the utilization of sick leave and short-term disability;
2. gather and review information including but not restricted to the following:
 - a. a jurisdictional scan on sick leave and short-term disability plans;
 - b. best practices relating to safe return to work
3. discuss factors contributing to sick leave and short-term disability usage in the education sector;
4. report its findings to school boards and ETFO.

The task force shall complete its work by August 31, 2025.

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

Effective in the 2023-24 school year and each subsequent year of the collective agreement, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to permanent and long-term occasional teachers. Where daily occasional teachers are scheduled to work on a PA Day when this training is provided they will participate. This will include the following topics: Online Violent Incident Reporting, Safe Schools Reporting, and Notification of Potential Risk of Injury.

The parties recommend that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

The Parties confirm that there will continue to be seven (7) PA days in each school year during the term of this collective agreement.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

School Boards will continue to ensure that Occasional Teachers have the ability to lock and unlock the classroom door.

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo until August 31, 2026. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

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 the 2019-2022 local collective agreements. 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, 2014*, as amended.

Issues:

- Short-term paid leave (number of days)
- Qualification allowances including extra degree allowances
- FDK Model
- Preparation Time (number of minutes)
- Student supervision (number of minutes)
- Release time related to violent incidents

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Individual Education Plans

To best meet the needs of all students, school boards will consider a number of factors when establishing class lists, including the workload related to IEPs.

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

The Parties agree to recirculate the Final Report of the Support for Students Committee (June 2, 2021) established through Letter of Agreement #9 of ETFO's 2019-2022 Teacher/Occasional Teacher Central Agreement. The Crown will distribute the report to School Boards within sixty (60) days following the date of ratification of the central terms.

A provincial committee will be established with representatives comprised of:

- the Ministry of Education;
- OPSBA/School Boards; and
- ETFO

Using the three areas of focus in the *Final Report of the Support for Students Committee*, this committee shall meet to gather and identify examples of best practices across school boards.

The committee will strive to complete its work in time for the beginning of the 2024-25 school year. The compilation of best practices shall be shared with School Boards immediately thereafter.

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

The Parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as amended on November 7, 2018, and any further amendments to the Terms of Reference as may be agreed to from time to time.

The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

The Parties acknowledge that the 2018 *Violent Incident Debriefing Training Module*, developed by the Ontario Education Services Corporation for the Ministry of Education, includes leading practices in debriefing after a critical incident.

Within sixty (60) days following the date of ratification of the central terms, the Crown will recirculate the *Violent Incident Debriefing Training Module* to School Boards that employ teachers represented by ETFO.

School Boards may adopt Checklist 1 – Immediate Staff Debriefing Following a Critical Violent Incident and Checklist 2 -Follow-up Staff Debriefing Following a Critical Violent Incident from the *Violent Incident Debriefing Training Module* upon mutual agreement between the local parties.

School Boards are encouraged to consult with the Joint Health and Safety Committee on how this training will be provided to ETFO Teachers during the term of this collective agreement.

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

The parties and the Crown agree that the scope of the work of the Provincial Working Group - Health and Safety (PWGHS) will continue to include violence prevention in schools.

The current Terms of Reference requires a minimum of 4 meetings per year, which can be amended based on the consensus of the work group.

The parties will jointly recommend to the PWGHS the following:

1. Violence prevention shall be prioritized as a topic for discussion.
2. The PWGHS will collect and review:
 - a. how data regarding violent incidents is gathered and shared.
 - b. how safety plans are created and updated and who is involved.
 - c. how and when risk assessments and reassessments are conducted and who is involved.
 - d. how school boards are sharing information regarding the potential risk of violence which is likely to expose the worker to physical injury, relative to the practices outlined in [Workplace Violence in School Boards: A Guide to the Law](#).

The data collected by the Provincial Working Group - Health and Safety will identify best practices, which may be used to update the [Workplace Violence in School Boards: A Guide to the Law](#) to share with school boards by August 31, 2026.

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

The Parties believe in addressing the needs of all learners and recognize that student needs vary on an individual basis. The Parties believe that a variety of placement and support options assist in meeting the unique needs of individual learners.

The Parties recognize that preparation prior to a student from a special education class being integrated into a regular classroom can contribute to positive outcomes for the student. That preparation may include, but is not limited to:

- the review of the Ontario Student Record (OSR);
- the creation and/or review of a safety plan and/or behavior plan; and
- other program planning necessary for the successful inclusion of a student with special needs.

Furthermore, any known required resources or technology shall be in place prior to the commencement of the student's integration into a regular classroom except in extenuating circumstances.

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

Hybrid instruction is defined as providing synchronous instruction to students in-person and remotely simultaneously.

The Parties acknowledge that in-person instruction is preferred over hybrid instruction and provides better outcomes for most students.

Teachers will not be required to provide hybrid instruction for a student who is absent from in-person class for discretionary reasons.

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

The Parties acknowledge that successful teaching experience within the school board, including daily and long-term occasional experience, is valuable in the hiring process.

Teaching experience within the school board will be a factor considered in accordance with Ministry and school board policies in the selection of a successful candidate for a position as a long-term occasional teacher.

Where a candidate is unsuccessful in the hiring process, and requests feedback, it will be provided within 30 days of the interview.

Related provisions in Part B of the collective agreement shall remain in effect.

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

The parties agree that safe teaching and learning environments is a shared goal. In addition, the parties acknowledge that appropriate conduct in schools is essential for successful educational outcomes and a positive school climate. A positive school climate includes expectations that everyone actively promotes and demonstrates positive behaviours and interactions, to create, foster and sustain a school community that is safe, inclusive, and accepting for all.

Within 60 days of the ratification of the Central Terms, the Crown, ETFO, and OPSBA will meet to revise PPM 128: The Provincial Code of Conduct and School Board Codes of Conduct.

The parties agree to establish a requirement for schools to have publicly facing signage that communicates behaviour expectations for everyone that are consistent with a safe learning and teaching environment.

Following these discussions, School Boards and Locals shall meet and discuss how the expectations in the code of conduct are communicated to staff, students, other members of the school community, and visitors.

The parties will develop recommendations for the Crown regarding the content of the signage related to the code of conduct that will be shared with school boards. The signage will be shared with the parties prior to the distribution to school boards.

The Crown commits to have the revisions to PPM 128 completed prior to the start of the 2024-25 school year.

The Crown shall endeavour to ensure that the publicly facing signage is distributed to school boards to be posted in schools and board head offices prior to the start of the 2024-25 school year.

PART B – LOCAL TERMS

ARTICLE 1 - PURPOSE

- 1.1 It is the purpose and intent of the Parties to this agreement to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.
- 1.2 It is the intent and purpose of the Parties to this agreement to maintain harmonious relationships among the Board, the Union, its committees and each teacher represented by the Union, and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.1 The Employer being the Upper Canada 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. Throughout this agreement, use of the term “Local” shall mean the Upper Canada Teacher Local of the Elementary Teachers’ Federation of Ontario.
- 2.2 In negotiations for a new or renewal Collective Agreement, each of the parties shall be represented by a committee of not more than eight (8) persons, inclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions or additions which may be made from time to time.
- 2.3 Any issues or questions concerning the implementation, interpretation, and/or maintenance of this Agreement shall be addressed through the Local President.

ARTICLE 3 – UNION DUES AND ASSESSMENTS

- 3.1 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 of the Union within thirty (30) days of the dues being deducted. The Local shall inform the Board, from time to time, of the amount of such dues and assessments. The Board shall, at the written request of the Local, deduct and forward to the Local such local levies as may be required from time to time.
- 3.2 The Board shall provide information regarding dues submissions, as requested by the Local, on a quarterly basis electronically.

- 3.3 The Union shall indemnify and save harmless the Board from any and all claims arising from the deduction of dues and assessments.

ARTICLE 4 – RIGHTS AND RESPONSIBILITIES

4.1 Reasonable Exercise of Rights

The Board agrees that its rights and responsibilities shall be exercised in a manner that is consistent with this Collective Agreement and the applicable Acts and Regulations.

4.2 No Penalty

The Board agrees not to penalize or discriminate against any teacher for participating in the lawful activities of the Union, including exercising any rights under this Collective Agreement, Legislation and/or Act.

4.3 Evaluations

Only supervisory officers, principals, and vice principals, who are members of the Ontario College of Teachers, shall evaluate a teacher's competence. No member of the Union, including educational coordinators, Temporary Principals/Vice Principals or Principal designates will be required or requested to evaluate a teacher's professional competence.

4.4 Supervision and Evaluation of Teachers

- 4.4.1 Teacher Performance Appraisals will be conducted in accordance with the requirements of the Education Act and its regulations. Evaluation is a performance appraisal process for all experienced and NTIP teachers, excluding teachers identified in Article 30-Continuing Education Teachers.

The purpose of the performance appraisal systems is to:

- ensure that students receive the benefit of an education system staffed by teachers who are performing their duties satisfactorily;
- provide fair, effective and consistent teacher evaluation in every school year;
- promote professional growth

The Board and the Local agree to meet should changes be implemented to the Teacher Performance Appraisal System by the Ministry of Education.

- 4.4.2 A teacher shall have the right to request Local representation at meetings where either an improvement plan is discussed or where the second or third consecutive performance appraisal is rated unsatisfactory.

4.4.3 The Board shall disclose to the Local, the names of the teachers who are designated to participate in the Performance Appraisal of Teachers process in that school year, by October 31st of each school year.

4.4.4 The name of any teacher having received an unsatisfactory rating or development needed rating in the Performance Appraisal of Teachers shall be forwarded to the Local President of the Union.

4.5 **Just Cause**

- a) No teacher shall be demoted, discharged, dismissed, or disciplined without just and sufficient cause.
- b) Prior to any meetings regarding any such actions, the Board shall inform the teacher of their right to consult with the Local.
- c) The Teacher shall have the right to have a representative of the Local present in any scheduled interview with supervisory and/or Board representatives relating to a proposed disciplinary action.
- d) Such cause shall be provided to the teacher in writing, within five (5) instructional days.
- e) For the purposes of this Article, reassignment with pay shall not be deemed disciplinary.

ARTICLE 5 – STRIKES AND LOCKOUTS

5.1 There shall be no strike or lockout during the term of this agreement or its continuation in accordance with the Labour Relations Act and the School Boards Collective Bargaining Act.

5.2 No teacher shall be requested or required to perform the duties of any other teacher or employee of Board who is engaged in a strike.

ARTICLE 6 – GENERAL CONDITIONS

6.1 **Electronic Support System**

The Board agrees to notify the Local of changes to administrative applications. The Local shall have electronic access to all documents relevant to the Collective Agreement.

6.2 **Criminal Reference Checks**

- a) The Board shall ensure that all records and information (including Offence Declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of the Education Act or any other subsequent regulation or law dealing with the same

matter are stored in a secure location and in a confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Human Resources and/or designate or any other person required by law.

- b) The Board shall consult with the Local regarding any changes to the Board's operating procedures with respect to criminal reference checks and any changes the Board makes to the offence declaration form.
- c) The Board shall not release any information about a teacher obtained pursuant to the Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.
- d) The Local and teacher shall be provided with reasonable advance notice as to how the Board intends to proceed to deal with positive results of a criminal background check or offence declaration. The teacher shall be given the opportunity to present relevant information. Any interviews will be conducted on a confidential basis and any information obtained shall not be used or disclosed except when necessary. The Local shall be entitled to participate in the meeting.

ARTICLE 7 – UNION REPRESENTATIVES

The Local shall notify the Board in writing of the names of persons elected to office in the Local and of persons authorized by the Local to represent teachers in a particular school or workplace on behalf of the Union.

ARTICLE 8 – ACCESS TO INFORMATION

8.1 Personnel Files

- 8.1.1 The personnel file pertaining to a teacher shall be maintained in the Human Resources Department of the Board. The file shall be available and open to the teacher for inspection in the presence of a Board Human Resources department officer by appointment during the regular working hours of the department.
- 8.1.2 A teacher shall be entitled, upon request, to copies without cost, of any materials contained in the teacher's personnel file.
- 8.1.3 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 by appointment, as well as copies of materials contained therein.
- 8.1.4 If a teacher disputes the accuracy or completeness of information in the

personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the teacher, in writing, of its decision including reasons for that decision.

Where the Board amends such information per the above, the Board shall, at the request of the teacher, attempt to notify all persons who received a report based on inaccurate information.

8.1.5 Adverse Material to be removed

Disciplinary material and letters of expectation shall not be referred to and shall be removed from the teacher's personnel file following two (2) years of active employment after the date of issue provided there has been no similar disciplinary action in the intervening period. Such material shall be returned to the teacher upon the teacher's written request.

Medical Information

8.2 Medical information received by the Board respecting a teacher will be maintained in a confidential manner in accordance with regulations and will be accessible only to the teacher; their authorized representative or Board officials requiring such information in the course of the performance of their duties.

Subject to the requirements of the Freedom of Information and Protection of Privacy Act, the teacher will be notified when any of their individual information has been provided to a third-party agency.

8.3 Surveillance

Audio or video recordings of teachers taken outside legislation, policy and procedure will be addressed by the Board.

8.4 Documents Respecting Performance or Conduct

8.4.1 Subject to the requirements of the Freedom of Information and Protection of Privacy Act and other relevant legislation, copies of any document respecting the performance or conduct of a teacher shall be given to the teacher within five (5) instructional days. Documents related to appraisal and evaluation will be given to the teacher and subject to the timelines outlined within the TPA document.

8.4.2 Signature Not Approval

The signature of a teacher on any document respecting the performance

or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

8.5 Reports

8.5.1 Human Resources will provide the Local with monthly reports of teacher resignations, retirements, leaves of absences and the recall list.

8.5.2 Human Resources will provide the Local with quarterly reports (September, December, March, June) with the following information: Name, OCT#, Work Location, Address, Phone, Board Email, Member Status (Leave/Active/Suspended), FTE, Ministry Identification Number (MIDENT).

8.6 Information Data for Negotiations

Upon written request to the Superintendent of Human Resources submitted at least five (5) calendar days in advance, the Local shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this Collective Agreement.

8.7 Accuracy May Be Disputed

Nothing in this Article shall serve to modify or to deny the right of the Local to dispute the accuracy of any of the said records, data or information issued by or disclosed to be in the possession of the Board under this Article.

ARTICLE 9 - COPIES OF THE COLLECTIVE AGREEMENT

9.1 The Collective Agreement will be made available in a searchable electronic format to each teacher in the bargaining unit within thirty (30) days of the signing of the Agreement. Each applicant, when accepted for employment, shall be provided access to the electronic copy of this Collective Agreement. The Board shall provide each new hire with a link to the electronic copy of the Collective Agreement.

The Board shall provide the Local with an electronic copy of this agreement.

ARTICLE 10 – SALARY AND ALLOWANCES

10.1 Credits and Contributions

The Board shall provide to each teacher the following information:

- a) credit for teaching experience;
- b) category classification;

- c) salary and allowances; and
- d) benefit plan contributions

10.2 Method of Payment

- a) Teachers shall receive their full pay in 26 equal instalments, bi-weekly. In years when the 26th biweekly instalment covers a three (3) week period rather than two (2), the Board will advise all staff on Sept 1st of the school year in which the change will occur.
- b) A detailed statement of salary and deductions will be made available electronically.
- c) Membership fee payments to the Ontario College of Teachers shall be deducted annually on the second pay in January.

10.3 A teacher leaving the employment of the Board during the school year or at the end of the school year shall receive all money owing to the teacher within thirty (30) days of the last date of employment.

Grid Placement

10.4

- a) Teachers shall be paid in Category A1 until such time as they provide proof of a different category classification. For teachers hired on or after September 1st, initial category placements shall be retroactive to the date of hire.
- b) Teachers with less than a full-time assignment shall be paid pro-rata based on their assignment percentage.
- c) Each teacher shall be paid at the rate appropriate to the teacher's teaching experience per Article 10.6 and the teacher's category classification per Articles 10.7 and 10.8, as set forth on the following grids:

Note: Updated Salary Grids and Allowances will be determined following the arbitration as prescribed by the Central Agreement

10.5 A teacher who leaves the employ of the Board or commences an unpaid leave of absence during the school year will be paid any salary owing less required deductions up to the last day worked.

10.6 Credit for Teaching Experience

10.6.1 Initial Grid Placement

The following shall apply for all full-time and part-time teaching experience to be recognized for initial grid placement for newly hired teachers as of September 1st of a school year (provided that the application is submitted to the Human Resources Department no later than June 1st, ending that same school year) or who commence active employment thereafter:

a)

- i) Credit shall be given for all full-time, part-time, continuing education and long-term occasional teaching experience acquired in an elementary or secondary school.
- ii) Casual daily teaching experience with the Upper Canada District School Board acquired between September 1, 2020, and August 31, 2024, and as recorded in the HRIS system, shall be granted at 0.5 for each 1.0 day of teaching. If such teaching was on a part-time basis the increment will be pro-rated. Where the calculation of experience results in partial years, 0.5 or greater will be rounded up and 0.499 or lesser will be rounded down.
- iii) Casual daily teaching experience with the Upper Canada District School Board acquired after September 1, 2024, and as recorded in the HRIS system, shall be granted at 1.0 for each 1.0 day of teaching. If such teaching was on a part-time basis the increment will be pro-rated. Where the calculation of experience results in partial years, 0.5 or greater will be rounded up and 0.499 or lesser will be rounded down.

It is the responsibility of the teacher to document all experience to the satisfaction of the Board.

- b) Other teaching experience deemed by the Board relevant to the teacher's assignment shall be recognized to the maximum for the applicable category, such as continuing education credit courses, teaching experience in a College of applied Arts and technology, University or Faculty, College of Education or teaching in an elementary or secondary school outside Canada shall be recognized on the basis of one grid step for every year of such experience to maximum of category.
- c) Teaching experience for a full-time assignment for a full school year shall be recognized as one full year credit.

- d) Teaching experience for less than a full-time assignment and/or less than a full school year shall be accumulated and recognized as follows:
Of the aggregate accumulation, each one hundred ninety-four (194) days shall be considered one (1) year of credit, and the remainder, if it exceeds ninety-seven (97) days, shall be considered as one (1) year of credit.
- e) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.
- f) Experience will be calculated and applied as of September 1st of each year.

10.6.2 Annual Experience Credit

The following shall apply for all full-time and part-time teaching experience to be calculated and applied as of September 1st of each year:

- a) Credit shall be given for all full-time or part-time contract teaching experience acquired in an elementary or secondary school of the Upper Canada District School Board;
- b) Teaching experience for a full-time assignment for a full school year shall be recognized as one full year credit;
- c) Teaching experience for less than a full-time assignment and/or less than a full school year shall be accumulated;
- d) Effective September 1, 2008, experience as a Long-Term Occasional Teacher in the Upper Canada District School Board in a continuous assignment replacing the same teacher shall be recognized. Credit shall be granted for each day of the long-term occasional teaching assignment and will be recognized such that twenty (20) days of accumulated experience shall equal 1/10 of a year of credit. If such teaching was on a part-time basis the increment will be pro-rated;
- e) The accumulation of the contract and long-term occasional teaching experience will be calculated as follows: where the calculation of experience results in partial years 0.5 or greater will be rounded up and 0.499 or lesser will be rounded down;
- f) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

10.7 Category Classification

Teachers shall be placed in the appropriate category for determination of salary grid placement in accordance with a certification statement issued by QECO Program 5, effective September 1, 2002.

Teachers who are presently rated for grid placement in accordance with a different Program shall not be adversely affected but may only advance to a higher rated category based on QECO Program 5.

10.8 Category Changes

- a) When a course or courses which result in a category change have been completed before September 1st, and when relevant documents are submitted to the Board on or before December 31st, the salary adjustment shall be retroactive to September 1st. If the documents are not available for submission to the Board prior to December 31st, the salary adjustment shall be retroactive to September 1st provided a copy of the teacher's QECO application is sent to Human Resources prior to December 31st.
- b) When a course or courses have been completed between September 1st and December 31st and when relevant documents are submitted to the Board on or before June 30th, the salary adjustment shall be retroactive to January 1st. If the documents are not available for submission to the Board prior to June 30th, the salary adjustment shall be retroactive to January 1st provided a copy of the teacher's QECO application is sent to Human Resources prior to June 30th.
- c) When a course or course have been completed between January 1st and April 15th and when relevant documents are submitted to the Board on or before June 30th, the salary adjustment shall be retroactive to April 15th. If the documents are not available for submission to the Board prior to June 30th, the salary adjustment shall be retroactive to April 15th provided a copy of the teacher's QECO application is sent to Human Resources prior to June 30th.

10.9 Position of Responsibility

When a teacher has been appointed to a position of responsibility, the following allowance shall be paid in addition to grid salary:

Education Coordinator:

Effective September 1, 2022	\$
Effective September 1, 2023	\$
Effective September 1, 2024	\$
Effective September 1, 2025	\$

Pending Central arbitration

10.10 Graduate Degree Allowances

- a) Teachers who were in receipt of an additional allowance in a predecessor board relating to possession of a graduate degree which has not been used to establish category placement for such teachers shall continue to receive such allowance at the same rate until they leave the employ of the Board.
- b) A teacher who provides written documentation to the Board that the teacher has completed 50% of the program requirements for a Master's or Doctoral Degree shall be eligible to receive an additional allowance based on the teacher's predecessor board provided such degree is not used to establish category placement and the degree is awarded by August 31, 2002.
- c) Effective September 1, 1999, a teacher who acquires a graduate degree at the Master's or Doctoral level which is not used to establish category placement for such teacher shall receive a once only payment in recognition as follows:

	Effective Sept. 1, 2022	Effective Sept. 1, 2023	Effective Sept. 1, 2024	Effective Sept. 1, 2025
Master's Degree	\$	\$	\$	\$
Doctoral Degree	\$	\$	\$	\$

Pending Central arbitration

10.11 Payroll Deduction

At the request of the teacher, the Board shall make the appropriate payroll deductions from a teacher's pay for the following purposes:

- a) Champions for Kids Foundation contributions;
- b) United Way contributions;
- c) RRSP contributions through the Educators Financial Group.

ARTICLE 11 – EXPENSES

11.1 Expense Allowances

A teacher shall be reimbursed for preauthorized out-of-pocket expenses upon presentation of appropriate receipts and documents as verified by the Principal or immediate supervisor.

11.2 Professional Development Expenses

The Board shall reimburse a teacher for all reasonable expenses connected with any educational or teaching conferences, conventions, workshops or courses attended by the teacher at the request of the Board.

11.3 Travel Expenses

- a) A teacher who is required to travel by the Board between schools or other places of employment shall be paid for such travel in accordance with Board policy/practice.
- b) In respect of other travel authorized or required by the Board, a teacher shall receive kilometrage from the Board in accordance with Board policy/practice.

ARTICLE 12 – PRINCIPAL OR VICE PRINCIPAL DESIGNATE

- 12.1 A teacher shall be designated to be in charge of the school on those occasions when neither the Principal nor the Vice Principal is in the school. The designated teacher shall be provided with an outline of the duties and responsibilities of the role.
- 12.2 The teacher to be designated shall be determined by the Principal, or in their absence the Vice-Principal, from among those teachers on the staff who indicate a desire to be considered for the assignment.
- 12.3 An occasional teacher shall be provided to cover the classroom responsibilities of the Principal or Vice Principal Designate.
- 12.4 The Principal or Vice Principal Designate shall be paid, in addition to their regular salary, an allowance for assuming such responsibility, which shall be accumulated and paid to each teacher so entitled twice annually as of January 31st and June 30th. The allowances are indicated below and are pro-rated for half days:

Effective September 1, 2022	\$
Effective September 1, 2023	\$
Effective September 1, 2024	\$
Effective September 1, 2025	\$

Pending Central arbitration

- 12.5 The Board shall insure that the designated teacher is protected with adequate liability insurance while in this role.

ARTICLE 13 – ACTING ADMINISTRATIVE APPOINTMENTS

- 13.1 When a Principal or Vice Principal will be absent for more than ten (10) consecutive school days, the Board may assign a Teacher as an Acting Principal or Vice Principal to fulfill the duties of the absent administrator.
- 13.2 The Teacher assigned as an Acting Principal or Vice Principal shall be entitled to return to

the Teacher's former position if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Local provided that the Teacher's term as Acting Principal or Vice Principal does not exceed one (1) school year, subject to Article 23.

- 13.3 The compensation for teachers assigned as an Acting Principal or Vice Principal under Article 13.1 shall be the beginning step of the Principal or Vice Principal grid as is applicable.
- 13.4 The teacher who has been assigned as an Acting Principal or Vice Principal shall pay dues to the Union.
- 13.5 Notwithstanding Article 13.1, teachers who are appointed to serve as an Acting Principal or Vice Principal shall not discipline or evaluate other teachers.

ARTICLE 14 – WORKING CONDITIONS

14.1 School Year

14.1.1 Subject to the requirements of the *Education Act*, the school year shall not exceed one hundred and ninety-four (194) school days of which seven (7) shall be designated as professional activity days. Two (2) 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.

Note: This is intended to replace the Historical Letter of Understanding re: Release Time for Assessment, Evaluation and Report Cards in accordance with the Provincial Discussion Table (PDT) Agreement dated February 25, 2009.

14.1.2 A teacher shall not be required to work any days preceding the official start of the school year for students, unless the school year calendar must include a day preceding the official start of the school year for students in order to comply with the minimum number of days in a year under the Education Act.

14.1.3 Teachers who agree with a written request from the Board to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled at the time of their choosing during the course of the school year. No more than 10% of the teachers in any one school shall use the compensating days or personal obligation days on any one day. The duties of the Teacher who is taking compensating days shall not be assigned to another member of the Local.

14.2 **Extra-Curricular Activities**

It is understood that extra-curricular activities are voluntary.

14.3 **Peer Coaching and Mentoring**

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

14.4 **Instructional Day**

The school day shall be three hundred (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 the school for the day exclusive of lunch and recess break(s).

Part-time teachers shall have their instruction to pupil time pro-rated.

14.5 **Preparation Time**

14.5.1 Preparation time shall be used for professional activities necessary to support student learning as determined by the teacher. Preparation time shall be assigned only during the instructional day as defined in Article 14.4 and is exclusive of morning and afternoon recesses, nutritional breaks and lunch periods.

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

14.5.2 The Parties agree that preparation time for a full-time teacher shall be: August 31, 2012 240 minutes per cycle of five instructional days.

14.5.3 Teachers on part time assignment shall have the amount of preparation time prorated as per their teaching assignment.

14.5.4 Every reasonable effort shall be made to assign preparation time in periods of not less than thirty (30) minutes; but in any event not less than ten (10) minutes.

14.5.5 When a teacher's regularly scheduled preparation time is cancelled, in situations such as unfilled absences or emergency circumstances, rescheduling and communication of missed preparation time shall occur

as soon as administratively feasible. Rescheduling must occur no later than fifteen (15) instructional days after the loss of the preparation time and in any event within the same school year. The Principal shall keep a record of missed preparation time and is responsible for rescheduling such missed preparation time.

14.5.6 The Board shall not combine classes in order to provide preparation time as outlined in 14.5.2.

14.6 **Supervision Time**

14.6.1 Supervision time shall be defined as the time teachers are assigned to supervise students outside of the three hundred (300) minute instructional day, as defined in Article 14.4.

For clarification, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty, and any other scheduled supervision at any of the following times:

- i) before the beginning of opening exercises, in the morning or the beginning of instruction, whichever comes first;
- ii) during lunch, nutritional breaks or recess breaks;
- iii) after school following the dismissal of students and beyond the three hundred (300) minute instructional day.

14.6.2 The maxima of supervision minutes for elementary teachers will be eighty (80) minutes within each period of five (5) instructional days.

14.6.3 Teachers on part time assignment shall be required to perform a prorated amount of supervision time in accordance with their teaching assignment.

14.7 **Lunch Break**

Each teacher shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes for lunch free from supervisory, teaching, or other duties during the scheduled working day.

14.8 **Time for Travelling**

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

Where such travel occurs, it shall be exclusive of preparation time and forty (40) minute

lunch. Kilometrage shall be paid for such travel.

14.9 Teacher Absence

When a teacher is absent the Board shall provide a qualified occasional teacher or other suitable replacement in accordance with Regulation 298 (s21) of the Education Act. Notwithstanding, occasional teachers may not be required when classroom teachers are absent due to hazardous weather and as outlined in Article 14.11.

14.10 Regular Staff Meetings

14.10.1 At the beginning of the school year, all teaching staff in each school shall meet to determine the desired timing and desired length for regular staff meetings. Part-time assignments and other regular commitments of a professional nature related to teaching shall be accommodated in such determination.

14.10.2 The Principal, after consultation with teaching staff, will post the notice of the regularly scheduled staff meetings no later than one week following the meeting in 14.10.1. This notice will include the dates of the regularly scheduled staff meetings for the school year.

14.10.3 Regularly scheduled staff meetings shall be held no more than once per month on average.

14.10.4 Each meeting shall be no more than seventy-five (75) minutes in length.

14.10.5 Regularly scheduled staff meetings may include administrative / organizational issues, professional development, training and other matters aligned with school and Board goals. Teachers shall have the right to place items on the staff meeting agenda. An agenda shall be distributed to all teachers before the staff meeting.

14.10.6 Teachers are expected to attend regularly scheduled staff meetings.

14.11 Hazardous Weather Conditions

When, in consultation with the Principal or designate, the teacher considers it hazardous for the teacher to travel to or from school or to be in school, then the teacher shall be excused so long as the hazard exists. The teacher may work from home, for as long as the hazardous condition exists, and will be available for further contact throughout the workday. When absences are due to hazardous weather conditions there shall be no pay deductions or loss of sick leave credit.

14.12 **Medical, Physical Procedures**

A teacher shall not be required to do any medical or physical procedures for pupils. Such procedures include routine administration of medication, catheterization, lifting a pupil, physiotherapy, feeding students, post-urinal drainage, manual expression of the bladder, toileting assistance, and any other medical or physical procedures. The administration of these procedures shall be by health services and/or other qualified personnel.

It shall not be part of the duties and responsibilities of a teacher to examine pupils for communicable conditions or diseases.

14.13 **Lieu Time**

When a Professional Activity Day has been organized for the purpose of conducting interviews with parents or guardians on the progress of students, and the Principal has determined that such interviews in whole or in part would satisfy parents if scheduled outside the school day, teachers who participate in such interviews outside the school day shall be excused from attendance on the scheduled Professional Activity.

14.14 **Teacher Board Relations Committee**

Provisions for Ministry/School Board Initiatives are also found in Section C8.00 of Part A-Central Terms

Teacher Board Relations Committee shall be established comprising the President and three (3) other members of the Local and four (4) members of administration. The first committee meeting will be held by September 30th.

The function of this Committee shall be to provide a forum for communications and discussion of matters relating to the status and working conditions of teachers that is not a matter currently under the grievance/arbitration procedures.

Meetings shall be convened on 48 hours written notice by either party, such notice to be accompanied by a written agenda. The Chairing will alternate between the Local and the Board.

The Committee may make recommendations to the Board and the Local for consideration.

Any occasional teacher cost referable to the deliberations of the committee will be borne by the Board.

14.15 Report Cards

The Board shall, in consultation with the Local, establish due dates for the progress report and report cards. Once established the Board shall communicate those dates directly to all teachers.

Principals, vice-principals, and teachers will work collaboratively within the established timelines to ensure feedback, edits, and final preparation occur in a reasonable and timely manner.

ARTICLE 15 – PROFESSIONAL DEVELOPMENT

- 15.1 The Board shall establish a Professional Development Fund for its teachers employed in the elementary panel in an annual amount equal to the number of full-time equivalent teachers multiplied by \$125.00.
- 15.2 The Professional Development Fund shall be administered by a joint Board/Local Committee with equal representation. The joint Committee shall establish its own terms of reference.

ARTICLE 16 – OCCUPATIONAL HEALTH & SAFETY

- 16.1 The Board and the Local 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.
- 16.2 The Parties agree that teachers, supervisors and employers have rights and obligations with respect to protecting the health and safety of workers, under *The Occupational Health and Safety Act*, which is administered by the Ontario Ministry of Labour. The Board shall adhere to the *Occupational Health and Safety Act*.

ARTICLE 17 – SICK LEAVE AND SHORT-TERM LEAVE DISABILITY PLAN

Provisions for Sick Leave are also found in Section C6.00 of Part A- Central Terms

Sick Leave Account

- 17.1 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.
- 17.2 To the extent of the teacher's sick leave credits, that teacher shall be entitled to be absent without interruption of salary on account of their sickness. The Board may require certification by a physician or a licentiate of dental surgery to support absences related to sickness. Upon production of a receipt, the Board shall reimburse the teacher for the cost of obtaining such certification.

- 17.3 A teacher who does not have any sick leave credits or whose absence on account of sickness will deplete such credits shall be granted, on written request, a medical leave of absence without pay to the end of the school year, if necessary. Nothing in this Article prevents a teacher from requesting an extension of the medical leave of absence without pay for all or part of the following school year.

ARTICLE 18 – LEAVES OF ABSENCE

Short-term Leaves

- 18.1 A teacher shall be granted a leave of absence with continuation of salary, benefits and without deduction of sick leave and other entitlements in the following circumstances:
- a) Bereavement and/or matters relating to the death of:
 - a spouse, parent, child or stepchild, sibling, ward, parent-in-law, or person in loco parentis a maximum of five (5) working days inclusive of burial at a later date. It is understood that spouse includes common law and same sex partners
 - a sibling-in-law, child-in-law, grandparent, or a grandchild, or should there not be entitlement already under bereavement leave a person for whom they are serving as a power of attorney for personal care to a maximum of three (3) working days inclusive of burial at a later date
 - Note: when the burial is occurring at a later date, a request for leave must be provided to the Principal forty-eight (48) hours prior to the day of the leave.
 - a parent's sibling, sibling (niece, nephew), spouse's grandparents, or a close friend; to a maximum of one (1) working day.
 - b) the serious illness of a spouse, child or parent; up to a maximum of two (2) days.
 - c) for working days on which the teacher is required to serve as a juror.
 - d) for working days on which the teacher is subject to an order of quarantine as verified by the appropriate Medical Officer of Health.
 - e) for working days on which the teacher is subject to subpoena as a witness in court proceedings to which the teacher is not a party or an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the teacher is to give testimony.

- f) attendant on and coincident with the observance by the teacher of their religion or their indigenous cultural/ceremonial events to a maximum of five (5) days in a school year.

18.2

- a) At the discretion of the Superintendent of Human Resources or designate, extension of leaves may be approved for a teacher on terms and conditions as indicated in the written response to the request.
- b) At the discretion of the Superintendent of Human Resources or designate, unpaid leave days may be approved for a teacher to a maximum of three (3) days per school year. Requests for unpaid leave days must be submitted one (1) month in advance for consideration. No more than ten percent (10%) of the teachers in any one school shall be absent for unpaid leave on any one day.

Notwithstanding the above, the Superintendent of Human Resources or designate may grant more time with less notice.

18.3 **Personal Obligation Days**

A teacher shall be entitled to two (2) personal obligation days per school year to be taken at the discretion of the teacher. Except for unforeseen circumstances, the teacher shall make the request to the Principal at least twenty-four (24) hours in advance. No more than ten per cent (10%) of the teachers in any one school shall use personal obligation days on any one day.

18.4 **Full Time Release Union Leave**

Leave of absence with continuation of salary, benefits and other entitlements shall be granted for Union activities in the district subject to the following limitations:

- a) A maximum of four (4.0) full-time equivalent teachers in any school year, provided that such leave for any teacher shall be in blocks of 0.5 or 1.0 only.
- b) Written request to the Director of Education will be as soon as possible in the school year preceding the leave identifying the teachers who will be on Union leave.
- c) Reimbursement by the Union or bargaining unit of the costs of salary and benefits for the replacement teachers. The salary costs shall be deemed to be those of a category A3 Step 0 teacher and the benefit costs shall be deemed to be twelve (12%) percent of the salary costs for each full time equivalent leave used.
- d) A teacher who is an unsuccessful candidate for election or re-election, shall return to the teacher's school or workplace to a position for which they are qualified

within thirty (30) kilometres of the teacher's previous school subject to Article 23 Annual Staffing Process.

- e) A teacher who is on full time release union leave shall continue to accumulate experience credited to the salary grid in Article 10. An annual report of sick days used shall be made to the Board.

18.5 Provincial Union Leave

- a) A teacher who has been elected or appointed to an office with the provincial executive of ETFO shall be granted a leave of absence for the duration of their election or appointment without salary, benefits or other entitlements provided written notice has been given to the Director of Education within five (5) days of the election or appointment.
- b) A teacher returning from a provincial Union leave shall so notify the Director of Education in writing on or before August 25th in the school year preceding the return to teaching duty.
- c) A teacher who is an unsuccessful candidate for election or re-election, or chooses to return to a Board position shall return to a school or workplace to a position for which the teacher is qualified within thirty (30) kilometres of the teacher's previous school assignment subject to Article 23 Annual Staffing Process.

18.6 Union Release Days

- 18.6.1 Upon application by the Local, release time shall be granted to teachers to carry out activities at a local or provincial level. The Local shall reimburse the Board for the actual occasional teacher costs incurred in the release time of the teacher. The maximum number of days of such release time available to the Local for a given school year shall be: four (4) days per elementary school in operation on the first instructional day of that school year.

Teachers participating in provincial Union activities or programs, on their own initiative and not at the request of the Local, or related to the work of the Local, shall have their release time requested and reimbursed by the Union. Release days for these Union activities shall not be counted in the release time available to the Local for a given school year and shall not be unreasonably denied.

- 18.6.2 The Board shall assume the occasional teacher costs for replacing teachers when Local representation is required by the Board at meetings.

18.6.3 The Board shall assume the occasional teacher costs, if any, to a maximum of four (4) teachers per meeting, to participate in collective bargaining with the Board. Such days, up to a maximum of twenty (20) per school year, shall not count towards the days permitted in 18.6.1. Any days beyond twenty (20) per school year will count towards the days permitted in 18.6.1.

18.7 Teacher Self-Financed Leave Plans

18.7.1 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:

- Two (2) years deferral of one-third of annual salary in each year followed by one (1) year of leave.
- Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave.
- Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave.
- Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.
- Notwithstanding any of the above, a member may participate in a half-year leave.

The amount of the current compensation amount deferred by the teacher under the plan cannot exceed thirty-three and one-third percent (33 1/3 %) in any calendar year in accordance with the Income Tax Act.

Effective September 1, 2001, interest paid on the teacher's trust fund account shall be the rate paid to the Board from time-to-time by its bank of Record. Participants shall receive a statement of their account as of August 31st each year.

18.7.2 Application

A written application shall be delivered to the Superintendent of Human Resources or designate not later than April 1st, in which is described the applicant's proposal with respect to a plan of salary holdback and timing of leave of absence.

18.7.3 **Approval or Denial**

The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or the reason for denial shall be delivered to the applicant not later than June 1st, following the date of application.

18.7.4 **Definition**

Entry into the plan shall be effective only on September 1st, and the duration of a leave of absence under this plan shall be from September 1st to August 31st unless by mutual agreement between the teacher and the Board.

18.7.5 **Salary Holdback**

The salary withheld as per clause 18.7.1 shall be placed in an individual trust account in the name of the teacher. A statement, of the teacher's account, will be issued by the Board to the teacher at the end of the school year.

18.7.6 The amount deferred including interest shall be paid to the teacher during the period of the leave in accordance with Article 10.2.

18.7.7 **Benefit Plans**

- a) Throughout the deferral, teacher's benefits shall be maintained as per the applicable Collective Agreement.
- b) The period of the leave shall not represent a break in service so far as seniority is concerned.
- c) There shall be neither accumulation nor utilization of sick leave credits during the period of the leave.
- d) The Board and teacher shall comply with the regulations governing the Ontario Teachers' Pension Plan and Revenue Canada which may be amended from time to time.

18.7.8 **Termination**

- a) A teacher may withdraw from the originally agreed plan up to and including the 1st day of April preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust including accrued interest thereon, shall be paid to the teacher within sixty (60) days following delivery to the

Superintendent of Human Resources or designate of written notification of withdrawal, subject to an administrative charge of \$100.00 payable by the teacher to the Board.

- b) A declaration of redundancy shall be deemed to be written notice of withdrawal delivered to the Superintendent of Human Resources or designate on the effective date of redundancy.
- c) In the case of death of a teacher prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, shall be paid to the estate of the teacher within sixty (60) days following the date of death. In the case of the death of the teacher during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the teacher within sixty (60) days following the date of death.

18.8 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.

18.9 Leave of Absence for Political Office

- a) The Board shall grant a leave of absence without pay, benefits or other entitlements, save and except seniority which shall continue to accrue, to a teacher for the purpose of campaigning for or serving as an elected member of the Municipality, Legislative Assembly of Ontario or the Federal House of Commons.
- b) A teacher who is an unsuccessful candidate for election, or re-election, shall return to the teacher's school or workplace to a position for which they are qualified, subject to Article 23 Annual Staffing Process.

18.10 Family Medical Leave and Critically Ill Child Care Leave

Provisions for this Article are found in Section C10.1 – Part A Central Terms

- a) A teacher on Family Medical Leave or Critically Ill Child Care Leave shall continue to be entitled to all rights, benefits and privileges which would have been

received had the teacher been actively employed, including, but not limited to, seniority, experience, and participation in benefits.

- b) A teacher returning from the Family Medical Leave or Critically Ill Child Care Leave shall be re-instated to the same position held in the same school prior to the leave, if the return is within the same school year. If the return is in the next school year, the teacher will be staffed according to the application of Article 23 Annual Staffing Process.

18.11 Unpaid Leaves of Absence

In addition to leaves described in Article 18, the Upper Canada District School Board may grant unpaid leaves of absence at the discretion of the Superintendent of Human Resources or Designate and subject to the following provisions:

- a) The request shall indicate the dates the leave is to commence and end and shall be made in writing to the Principal with a copy to the Local President by March 1st of the current school year. In exceptional circumstances, this notification period may be waived.
- b) Leaves can be approved in units of 0.1.
- c) The leave will coincide with the school year, semester or term. It will not exceed one (1) school year with an annual renewal for a maximum of three (3) school years.
- d) The teacher granted such a leave shall return to the teacher's school in a position similar to that held at the commencement of the leave and subject to Article 23 - Annual Staffing Process.
- e) The leave shall be without salary or benefits during the term of the leave but the teacher shall retain the right to participate in all benefits, subject to the terms of the respective policies. The Board agrees to continue coverage of the teacher's benefits at the teacher's sole expense. The teacher must provide the Board with the appropriate documentation in accordance with established Board practice to ensure continuation of benefit coverage.
- f) The Board shall not unreasonably refuse a request in the granting of a leave. The teacher shall receive a written response from the Board within thirty (30) days. In the event a request has been refused, the Board shall indicate the reasons.
- g) Teachers must ensure they are in good standing with the Ontario College of Teachers prior to their return from a leave.

ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE

19.1 Pregnancy Leave

- a) A teacher who is employed by the Board for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance with the Ontario Employment Standards Act. Such leave will normally terminate seventeen (17) weeks from commencement of leave, or six (6) weeks after the date of delivery, whichever is the later.
- b) A teacher may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Board one (1) week's written notice of her intention to do so, and furnishing the Board with the certificate of a qualified medical practitioner stating that she is able to resume her work.
- c) A teacher who anticipates making a request for such a leave shall make every effort to give the Board the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The teacher giving notice of pregnancy leave shall also provide the Board with a certificate from a legally qualified medical practitioner stating the expected birth date.

19.2 Pregnancy Leave - SEB Plan

- a) The teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- 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) The Employer shall provide Teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive:

The greater benefit of either:

- i) 100% of salary for not less than eight (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).

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.

or

ii) The Board shall provide to a teacher entitled to receive Employment Insurance benefits on account of her pregnancy, a maximum of seventeen (17) weeks of benefits under a top-up arrangement under S. 38 of the *Employment Insurance Act*, as follows:

a. The time period over which benefits are payable by the Board under this Article is the same period as the teacher's entitlement to Employment Insurance pregnancy benefits, inclusive of the one (1) week waiting period imposed under the *Employment Insurance Act*, as amended. If the teacher is not entitled to pregnancy Employment Insurance benefits for the full seventeen (17) week period, top-up benefit payments are only required of the Board for the one (1) week waiting period imposed under the *Employment Insurance Act*, as amended, and any period corresponding with the payment of the Employment Insurance pregnancy benefits.

b. For the six (6) week period immediately following the birth of her child, the Board shall pay SEB benefits as a supplement to the teacher's Employment Insurance Pregnancy benefit, entitlement, without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the teacher's Employment Insurance pregnancy benefits, (which is acknowledged to be nil during the teacher's one (1) week waiting period if it occurs during this period) and one hundred percent (100%) of the teacher's regular weekly earnings. The teacher's regular weekly earnings shall be determined by dividing the annual rate of salary at the commencement of the leave by one hundred and ninety four (194) and multiplying by five (5) for the first six (6) weeks of Pregnancy Leave SEB-Plan.

c. For the remaining eleven (11) weeks of the seventeen (17) week period after the birth of the child, the Board shall pay SEB benefits as a supplement to the teacher's Employment Insurance pregnancy benefits at sixty-two percent (62%) of the teacher's regular weekly earnings. For the remaining eleven (11) weeks of the SEB plan the teacher's regular weekly earnings shall be determined by dividing the annual rate of salary at the commencement of the leave by fifty-two (52).

d) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP.

- e) If a teacher begins pregnancy leave while on an approved leave from the employer, pregnancy leave benefits provisions apply.
- f) Teachers not subject to Employment Insurance benefits under S.38 of the *Employment Insurance Act* will receive an equivalent level of top-up benefit in accordance with the Quebec entitlement (QPP).

19.3 Adoption Leave

- a) The equivalent to a pregnancy leave, as described in the *Employment Standards Act*, shall be granted to a teacher who adopts a child. It is understood that in cases of adoption, the teacher may have to cease duty immediately when the child becomes available; the teacher shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

- b) **Top up**

The Board shall provide to the teacher who is actively at work and entitled to receive Employment Insurance benefits on account of the adoption of a child, a maximum of seventeen (17) weeks of benefits under a top-up arrangement under S.38 of the *Employment Insurance Act* as follows:

- i) The time period over which benefits are payable by the Board under this Article is the first seventeen (17) weeks of the teacher's entitlement of Employment Insurance parental leave benefits, inclusive of the one (1) week waiting period imposed under the *Employment Insurance Act*. If the teacher is not entitled to parental Employment Insurance benefits no amounts are payable by the Board. If the teacher is not entitled to Employment Insurance parental benefits for the full seventeen (17) week period, top-up benefit payments are only required of the Board for the one (1) week waiting period imposed under the *Employment Insurance Act* and any period corresponding with the payment of the Employment Insurance parental benefits.
- ii) For the purposes of this Article, the teachers' regular weekly earnings shall be determined by dividing the annual gross salary by fifty-two (52).
- iii) For the seventeen (17) week period immediately following the arrival of the child into the teacher's care, the Board shall pay top-up benefits as a supplement to the teacher's Employment Insurance parental benefit entitlement. The amount of the supplement shall be equal to the difference between the amount of the teacher's Employment Insurance parental benefits, (which is acknowledged to be nil during the teacher's one (1) week waiting period if it occurs during this period) and sixty-two (62%) of the teacher's regular weekly earnings.

- iv) The Board's obligation is limited to the equivalent of seventeen (17) weeks of adoption leave top-up payments per occurrence whether the amount is paid to one parent or is shared by both parents.

19.4 Parental Leave

- a) Subject to the provisions of the *Employment Standards Act*, a teacher who has been employed by the Board for at least thirteen (13) weeks shall be entitled to a parental leave.
 - b) Parental leave must normally begin when pregnancy leave ends, or within timelines as described in the *Employment Standards Act*.
 - c) The teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.
 - d) The teacher may reduce the period of parental leave provided the teacher gives to the Board at least four (4) weeks written notice of the day on which the leave is to end.
 - e) Notwithstanding, a teacher may request a lesser period of notice of return to duty.
- 19.5 When requested, a pregnancy leave, adoption leave, or parental leave must be granted as per the *Employment Standards Act*. Credit for experience towards salary increments shall continue during such leaves.
- 19.6 If, during a pregnancy but prior to the commencement of a pregnancy leave, a teacher obtains a certificate declaring her unable to continue teaching due to illness, the teacher may use sick leave credits, if available.
- 19.7 For the full period of any pregnancy or parental leave granted under this Article, the premiums for benefit plans are subject to the terms of the ELHT.
- 19.8 At the discretion of the Board, pregnancy and parental leave may be granted to a teacher who has been employed with the Board for less than thirteen (13) weeks.
- 19.9 Upon expiration of a leave granted under this Article, the teacher shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position at the same school, subject to the application of Article 23 Annual Staffing Process. The teacher shall endeavour to give the earliest possible notice of intent to return to duty, but must give written notice to the Principal at least four (4) weeks prior to returning to duty.
- 19.10 Subject to the redundancy and just cause provisions of this agreement, the Board may not terminate or declare redundant an employee entitled to pregnancy and/or parental leave.

19.11 Part-time teachers shall be entitled to pregnancy and parental leave in accordance with the terms of the *Employment Standards Act*.

19.12 Nothing in this article shall remove from an employee any entitlement under the *Employment Standards Act*.

Parenting Leave

19.13 A teacher shall be entitled to a parenting leave of two (2) days with pay and without loss of benefits, seniority, or experience in addition to the day of birth of their child to attend to and care for the child or family. In the case of adoption, these two (2) days shall be taken at the time of taking legal custody. An extension of the absence above of up to two (2) unpaid days may be requested to the Superintendent of Human Resources or Designate and will not be unreasonably denied. The leaves stated in this article are available to be taken within the school year of the birth of the child or upon taking legal custody in adoption.

19.14 Employment Insurance: Effective, within thirty (30) days of ratification, for Employment Insurance benefit purposes only, a full-time teacher shall be deemed to have worked eight (8) hours per day.

ARTICLE 20 – RETIREMENT GRATUITY

Provisions of this article are also included in Central Terms – Appendix A – Retirement Gratuities.

20.1

a) Teachers Employed in the former Lanark Division of the Board as of December 31, 1997, shall retain the retirement gratuity provisions as set out in Article 14.00 of the Collective Agreement in effect on that date, except 14.02(a) shall be increased to a maximum of \$15,000 effective May 1, 2003 (Appendix A).

Effective June 1, 2005, Teachers employed in the former Lanark Division of the Board as of December 31, 1997, shall convert to the Upper Canada District School Board Retirement Gratuity Plan per Article 20.2.

b) Teachers employed in the former Leeds & Grenville Division of the Board as of May 1, 2003, shall retain the retirement gratuity provisions as set out in Article 12.09 of the Collective Agreement in effect on that date (Appendix A).

c) Teachers employed in the former Prescott-Russell Division of the Board as of December 31, 1997, shall retain the severance allowance, death benefit gratuity or retirement gratuity provisions, as applicable to the teacher as set out in Articles 10.05 to 10.11 inclusive of the Collective Agreement in effect on that date (Appendix A).

- d) Teachers employed in the former Stormont, Dundas & Glengarry Division of the Board as of December 31, 1997, shall retain the retirement gratuity provisions of the Collective Agreement in effect on that date (Appendix A).
- e) Attached as Appendix A to this agreement are the provisions referenced above.

20.2

- a) Subject to 20.1(a and b), A teacher whose original date of hire with the Board is January 1, 1998 or later shall have access to a retirement gratuity plan in accordance with and subject to the following:
 - i) the teacher is retiring from the teaching profession for the reason of age, health or any other reason approved by the Employer;
 - ii) the teacher has ten (10) or more years of continuous service with the Employer;
 - iii) the teacher is retiring on immediate pension from the Ontario Teachers' Pension Plan.
- b) For the purposes of retirement gratuity, "age" shall mean:
 - i) sixty-five (65) years of age not later than August 31st, next following the date of retirement, or
 - ii) the age at which the teacher is in receipt of a pension from the Ontario Teachers' Pension Plan.
- c) A teacher who elected to receive a commuted value payment instead of immediate pension from the Ontario Teachers' Pension Plan is not eligible for any retirement gratuity.
- d) The retirement gratuity entitlement of a teacher under 20.2(a) above shall be computed using the following formula and accompanying table:

Gratuity percentage X	Annualized X	<u>Cumulative sick leave Credits (maximum 200)</u>
Factor	Salary	200
Length of Service in Years		Gratuity Percentage Factor
10		30
11		32
12		34
13		36
14		38
15		40
16		42
17		44
18		46
19		48
20 or more		50

In no case shall the amount of retirement gratuity payable exceed one half (½) of the annualized salary of the teacher at the date of retirement.

- e) In the event of the death of a teacher, either before or after retirement benefits, if any, arising from the plan shall be paid to the beneficiary named in the teacher’s group life insurance designation, or, named by the teacher in a written communication to the Employer, or, failing both, to the estate of the deceased teacher.

ARTICLE 21 – SENIORITY

- 21.1 Seniority is defined as the length of continuous elementary service in the employ of the Board or any of its predecessor Boards calculated from the most recent date at which work commenced as an elementary teacher.
- 21.2 Seniority for service credit is considered continuous in the following circumstances:
 - a) when actually at work in accordance with the terms of the employee’s assignment;
 - b) for a period of absence mandated by operation of an applicable law;
 - c) during an approved leave of absence;
 - d) while redundant and subject to recall.
- 21.3 For purposes of seniority calculation, there is no distinction between full-time and part-time employees.
- 21.4 Where more than one employee has the same date of commencement of work, ties shall be broken, if necessary each year, to determine the employee(s) to be laid off, in

the following order:

- a) total elementary teaching experience within Canada;
- b) total teaching experience within Canada;
- c) total years of experience recognized for pay purposes as per Article 10, then
- d) by lot.

All new hires will have ties broken at time of hire.

- 21.5 On or before January 31st, a seniority list calculated up to and including January 15th of that school year, shall be drawn up by the Board and shall be posted on the Board's intranet and provided to the Local. The list shall include the date of hire, OCT number and assigned workplace of every teacher covered by this Collective Agreement in decreasing order of seniority.
- 21.6 Teachers who object to their placement on the seniority list will inform the Superintendent of Human Resources or designate and the President of the Local in writing of their objection by March 1st. This objection will be reviewed by a committee of two (2) Local representatives and two (2) Board representatives. By April 1st, a final copy of the seniority list shall be posted on the Board intranet and an electronic copy shall be provided to the Local.

ARTICLE 22 – OUT OF SCHOOL TEACHING ASSIGNMENTS

22.1 Secondment (External)

- 22.1.1 A teacher may be seconded externally for a limited term. External secondments may include assignments with the Ministry of Education or other external organizations for which the Board is being reimbursed the cost of the teacher's salary and benefits.
- 22.1.2 When a teacher has been seconded to an assignment, the following provisions shall apply:
- i) the teacher's salary shall not be less than the teacher earned in the previous assignment.
 - ii) credit for teaching experience, seniority and salary increments shall accrue during the term of the secondment.
 - iii) A teacher who wishes to transfer their home school for administrative purposes may participate in Article 23 Teacher Initiated Transfer and Assignment Meeting Process. At the conclusion of the secondment the teacher shall return to their home school, subject to Article 23.

- iv) at the conclusion of the secondment, the teacher shall return to the school from which the teacher was seconded; subject to Article 23 Annual Staffing Process.

22.2 Term Assignments (Internal)

- 22.2.1 Under the process outlined in Article 24, a teacher may apply and be appointed to an internal term assignment. Internal term assignments which may include but are not limited to, centrally assigned positions such as Learning Strategies Consultant, Program Resource Teacher, Education Coordinator, and Teachers of the Deaf/Hard of Hearing and Teachers of the Visually Impaired.
- 22.2.2 When a teacher has been appointed to a term assignment, the following provisions shall apply:
 - i) the teacher shall be entitled to salary, and allowance
 - ii) credit for teaching experience, seniority and salary increments shall accrue during the term assignment;
 - iii) a teacher who wishes to transfer their home school for Administrative purposes may participate in Articles 23.4.2.4 Teacher Initiated Transfers and 23.4.2.5 Assignment Meetings. At the conclusion of the secondment the teacher shall return to their home school, subject to Article 23;
 - iv) Will remain in their assignment for the duration of the term unless mutually agreed upon between the teacher and the Board and are therefore excluded from the application of Article 23;
 - v) Should the Board or the teacher end an assignment prior to the conclusion of the term, the teacher will return to their home school subject to Article 23. The teacher will be advised prior to the commencement of the Annual Teacher School Staffing Allocation Process;
 - vi) at the conclusion of the term assignment, the teacher shall return to the school from which the teacher was appointed, subject to Article 23.
 - vii) Internal term assignments shall be for a period of one (1) year and may be renewed.
 - viii) Internal term assignments must be filled prior to the declaration of surplus staff.

- ix) The Local President shall be notified of the names of the members and their home schools when appointed to internal term assignments.

ARTICLE 23 – ANNUAL STAFFING PROCESS

- 23.1 The intent of this Article is to put a framework in place that will ensure the Board allocates people and resources in a transparent, equitable, effective and fair manner that will meet the needs of our diverse community.

The parties agree that all teachers whose responsibilities are directed to the education of elementary school students from Junior Kindergarten to Grade 8 are members of the Local and as such are subject to the staffing provisions of this Collective Agreement. The parties mutually acknowledge that the teaching assignments included as part of the assignment of a Principal or Vice Principal are excepted from the application of this Article.

- 23.2 **Class Size**

Elementary class sizes will comply with Ministry of Education class size and average class size (grade 4-8) requirements.

- 23.3 **Staffing Committees**

- 23.3.1 **Board Staffing Committee**

- a) The Board Staffing Committee shall be established composed of the released officers for the Local or their designate and equal number of representatives from the Board.
 - b) The Board Staffing Committee shall meet at least once a year. At the request of either party, additional meetings will be held.
 - c) The Board Staffing Committee shall:
 - i) review projected enrolment for the next school year;
 - ii) monitor the implementation of the staff allocation process;
 - iii) review on an on-going basis the application of the class size provisions in 23.2;
 - iv) make recommendations to the appropriate supervisory officer to address staff allocation concerns
 - v) identify areas requiring system program support

- vi) receive a list of all surplus and unassigned teachers prior to the Assignment Meetings.

d) **School Closure/Consolidation**

Matters related to the staffing process to be developed and applied attendant on school closure or consolidation shall be referred to the Board Staffing Committee for discussion with a view to producing a mutually agreeable protocol.

23.3.2 **In-School Staffing Committees**

- a) An In-School Staffing Committee shall be established in every school.
- b) The Teaching staff of the school shall elect a minimum of two (2) of its members to the In-School Staffing Committee.
- c) In schools with less than ten (10) teachers, the Teaching staff may act as the staffing committee.
- d) The Principal and Vice-Principal and the Workplace Steward shall automatically be members of the In-School Staffing Committee.
- e) The Union representatives on the committee shall be in place from October 1st to September 30th. If any Union representatives resign from the committee or transfer to another school, the Teaching staff of the school shall elect a replacement. The committee must hold its initial meeting prior to the end of October to determine potential meeting dates for the committee's term.
- f) The responsibilities of the In-School Staffing Committee shall be as follows:
 - i) to review the distribution of assigned teaching duties and program requirements, a minimum of twice a year. These meetings shall occur when initial allocations are received by schools in April at the beginning of the Annual Staffing process and again in the fall, when final staffing numbers for the school year are reported to the Ministry;
 - ii) to provide input into the organization of the school timetables;
 - iii) to review the school's budget.

23.4 Annual Staffing Process

23.4.1 Definitions

Unless otherwise stated in this Collective Agreement, all definitions shall be deemed to be those as outlined in the Education Act, and the regulations made thereunder respectively.

For the purpose of this article, a teacher is considered fully qualified if the teacher possesses a valid Teaching License issued by the Ontario College of Teachers and a current Ontario College of Teachers Certificate of Qualification for the Division in which the vacancy exists and, where necessary, in the special program in which the vacancy exists.

a) Unassigned Teacher

An unassigned teacher is one whose employment commenced September 1st or later of the present school year and as a result is not staffed at their present school in the staffing process as outlined in 23.4.2.2 Declaration of Unassigned and Surplus Teachers. The unassigned teacher may participate in the staffing process beginning at the first Assignment Meeting.

b) Full-Time Teacher

A full-time teacher is a teacher who is employed in a full-time equivalent assignment.

c) Part-Time Teacher

A part-time teacher is one who is employed in less than a full-time equivalent assignment.

d) Surplus Teacher

A surplus teacher is one who has been declared surplus to the needs of a particular school.

e) Redundant Teacher

A redundant teacher is one who has not been assigned a teaching position after the application of the Annual Staffing Process and will be placed on the Recall List in accordance with Article 23.5. The redundant teacher shall participate in the Annual Staffing Process in subsequent years beginning at the Teacher Initiated Transfer Process.

23.4.2 **Process**

The Annual Staffing process will commence no later than the first Friday in April. The process will be completed no later than the last day of the school year calendar.

23.4.2.1 **School Allocation**

- a) The Principal of each school and the President of the Local shall be provided with the staff allocation of the schools as generated by the staffing formula no later than the first Friday in April.
- b) Teachers not declared surplus in their present school shall be notified of their potential school assignments (i.e., curriculum subjects and grade) for the following September no later than one week prior to 23.4.2.4 c) of the Teacher Initiated Transfer Process.

23.4.2.2 **Declaration of Unassigned and Surplus Teachers**

(per Article 23.4.1)

No later than the fourth Friday of April:

- 1) Principals will advise teachers whose employment commenced on or after September 1st of the current school year of their unassigned status.
- 2) Principals will declare teachers surplus to the needs of the particular school using the following criteria:
 - 2.1 Seniority
 - 2.2 Notwithstanding 2.1 (above), in cases where the needs of the school in areas such as French, Design and Technology can only be achieved through staffing a teacher with lesser seniority and requisite qualifications, the teacher with the next least seniority may be declared surplus.
 - 2.3 A teacher that is staffed in more than one location and is surplus in any location, shall be declared surplus at all locations.

23.4.2.3

Board Initiated Transfers

Board Initiated Transfer is a process initiated by the Principal, designed to provide a professional growth opportunity for a teacher in a school different from the one the teacher is presently teaching.

The intention of the process is to provide mobility for individual teachers. It is not intended to produce large scale movement.

- a) The process is not available to teachers who have received a “Below level” rating or who are ‘Under Review’ under the Teacher Performance Appraisal Process.
- b) The initial discussion between the Principal and the teacher being considered for a Board Initiated Transfer shall occur no later than March 1st. Formal notification to the teacher and the Local will follow no later than the end of March.
- c) No teacher shall be obligated to transfer to a work location or school that is greater than thirty (30) kilometers from their current work location unless mutually agreed upon.
- d) These teachers will be placed by seniority during the Assignment meeting.

23.4.2.4

Teacher Initiated Transfers

- a) This process is available to all teachers, excluding unassigned teachers, who want to:
 - change their school location,
 - increase their teaching time at their school or another location,
 - decrease their teaching time at their school or another location or
 - consolidate their teaching time,Teachers shall advise the Principal of their intent to access this process.
- b) Teachers must be qualified, at the time of the transfer process, for the position into which they

want to transfer.

- c) Prior to the Assignment Meetings - teachers (excluding unassigned teachers) interested in a transfer may apply to the Principal for a known vacancy identified at the school. If the teacher is successful, the teacher is not able to participate in the Assignment Meeting Process.

23.4.2.5 **Assignment Meetings**

There will be two (2) assignment meetings:

First Assignment Meeting – No later than the last Friday of May

Second Assignment Meeting – No later than the second Friday of June

- a) These meetings shall be attended by members of our Board Staffing Committee to place teachers by seniority and qualifications for the following reasons:
 - increase of time at current location,
 - decrease in time
 - consolidation of time at their current schools if staffed in more than one (1) location
 - teachers who have been declared surplus to their school
 - teachers who are unassigned
 - teachers who wish to transfer
 - Board Initiated Transfers
 - teachers who are redundant
- b) A teacher requesting a transfer is willing to accept a transfer to any of their school preferences.
- c) A surplus or unassigned teacher will be placed first either in a school listed as a preference or, if not available, within a school that is thirty (30) km from their home school that meets their qualifications and entitlement.
- d) A teacher who is placed during the first Assignment Meeting may participate in Assignment Meeting 2 if it results in an increase of time.

- e) Vacancies listed at Assignment Meeting 1 and 2 are actual vacancies. Any vacancies remaining after Assignment Meeting 2 will be made available to teachers in order of seniority, qualifications, and FTE during displacement.

23.4.2.6 **Displacement**

If a teacher remains surplus following the second Assignment Meeting they will have one opportunity to displace the least senior teacher, subject to qualifications and entitlement once in the Annual Staffing Process based on the following parameters:

- i) the teacher will identify one distance (kilometers) that is thirty (30) km or greater from their home school;
- ii) the teacher must be qualified at the time of displacement;
- iii) If the teacher chooses not to displace they will be placed on the recall list.

23.4.2.7 **Notification to Teachers**

All teachers who are staffed shall be advised in writing of their assignment (grades and curriculum subjects) for the following school year no later than the third Friday in June.

23.4.2.8 **Remaining Vacancies**

Following the conclusion of the Annual Staffing Process (Article 23.4.2.7), remaining vacancies will be posted in accordance with Article 24.

23.5 **Redundancy and Recall**

23.5.1 Teachers shall be declared redundant in reverse order of seniority and subject to qualifications.

23.5.2 **Individual Notice**

No later than June 30th, every teacher who may be declared redundant shall be given written notice stating the effective date of the redundancy.

The Local President shall be given notice every time a change occurs.

23.5.3 Recall

A redundant teacher will be placed on the Recall List in order of seniority, and shall retain, for a period of three (3) school years, the following rights:

- a) the right to be placed on the basis of seniority and to be assigned to a position for which the teacher is qualified and in accordance with 23.5.5 Recall Process;
- b) the right to continue to participate in one or more of the benefit plans, in accordance with the terms of such plans provided the redundant teacher pays the full premium cost applicable to that teacher;
- c) no teacher shall be hired into an assignment, if there are teachers on the recall list who possess the qualifications for such an assignment and who apply in accordance with article 24.4.4.

23.5.4 A teacher, who accepts recall into an assignment less than their FTE, shall retain the right of recall into an assignment to their full entitlement.

23.5.5 A teacher shall be removed from the Recall List on the occurrence of any of the following:

- a) on accepting a position to their FTE with this bargaining unit.
- b) on the request of the teacher.
- c) after three (3) years on the Recall List.
- d) is placed to a position during the annual staffing process in subsequent year(s).

23.5.6 Recall Process - vacancies arising following the completion of the Annual Staffing Process shall be filled as follows:

- i) All vacancies are posted in accordance with article 24.3.
- ii) Redundant teachers who apply will be placed into a position by qualifications and seniority in accordance with article 24.4.
- iii) If there is no placement of a teacher from the Recall List into a vacancy, vacancies will be filled in accordance with article 24.4.

23.6 **Teacher Exchange**

A teacher exchange program will be made available to assigned teachers after the third Friday in June. It is understood that the exchange must be mutually agreed upon by all involved parties (eg Teachers, Principals and Superintendents).

23.7 **Interpanel Exchange**

23.7.1 Voluntary exchanges between panels by Teachers may be approved by the Board for a period of up to one (1) school year. It is understood that the exchange must be mutually agreed upon by all parties (e.g. Teachers, Principals and Superintendents).

23.7.2 With all exchanges, seniority, experience, salary and all benefits shall continue to accumulate or remain in force as stipulated by the Collective Agreement covering the teacher prior to the exchange (or as stipulated by a renewal of this Collective Agreement).

23.7.3 The President of the Local will be advised annually of Teachers who are on an interpanel exchange.

ARTICLE 24 – RECRUITMENT

24.1 **Definitions**

24.1.1 A Vacancy under this Article means a teaching assignment covered by this Collective Agreement that is unoccupied.

24.1.2 New Position under this Article means a new teaching position created by the Board and covered by this Collective Agreement.

24.2 **Creation of New Position**

24.2.1 Should the Board create a new position, the Parties shall negotiate and reach an agreement on the annual salary, benefits and the allowances, if any, and other circumstances affecting the filling of the position. If no agreement is reached, the matter may be submitted to arbitration. The annual salary, benefits and allowances, if any, shall be payable from the effective date of the appointment. Nothing in this Article prevents the Board from proceeding with the filling of the position and the commencement of employment prior to the completion of the negotiations or the arbitration.

24.2.2 All postings shall include the title of the position, a job description, requisite experience if any, qualifications and effective date.

24.2.3 The parties agree that no member of the bargaining unit shall have a right to a new position based on seniority or recall rights.

24.3 Posting of Vacancies

24.3.1 A notice of every vacancy in an elementary panel position shall be posted electronically. Such notice shall remain posted for at least five (5) weekdays or seven (7) calendar days if the posting opens or closes during Christmas Break, March Break or summer holidays before the position may be filled. Teachers covered under this Collective Agreement, will not incur a cost to register/update their information on the online application system.

24.3.2 The Board may advertise externally at the same time as the posting process is occurring.

24.3.3 All postings shall include the title of the position, a job description, requisite experience if any, qualifications and effective date.

24.4 Transfers Outside Annual Staffing Process

24.4.1 Notwithstanding Articles 24.3.1, 24.3.2, 24.3.3, a teacher may transfer into a vacancy at any time during the school year.

24.4.2 Where, after the commencement of a school year, a teacher's classroom or assignment has been changed to include, a different grade or subject than originally assigned, the teacher shall be provided one (1) preparation day before the new assignment begins.

Similarly, after the commencement of a school year, five (5) days' notice and one (1) preparation day shall be provided when a teacher is re-assigned to a different school location as a result of the need to balance staffing caused by enrollment shifts.

24.4.3 Any vacancy or new position which occurs during the school year may be filled by members covered by this Collective Agreement provided they are qualified.

24.4.4 Vacancies occurring after the Assignment Meeting until August 23rd shall be posted. Qualified teacher applicants on the recall list will be placed into these vacancies in accordance with 23.5.3 c). If the vacancy still remains, a qualified internal applicant will be assigned to the vacancy. External applicants may be hired following the placement of qualified teachers on the recall list and the subsequent consideration of

internal candidates.

- 24.4.5 Vacancies or new positions subsequent to August 23rd:
- i) will be filled by qualified teachers on the recall list in accordance with article 23.5.3 c), if not,
 - ii) will be filled by teachers within their school to increase their FTE while maintaining their current assignment, if not,
 - iii) will consider permanent teachers requesting a transfer simultaneously while considering occasional applicants.

24.5 Reports

The Board shall provide to the Union, on a bi-weekly basis, the names of all applicants interviewed, as well as the successful applicants.

ARTICLE 25 – RETIREMENT & RESIGNATION

Teachers who are intending to resign or retire on or before August 31st in any year are encouraged to notify the Board in writing not later than April 1st of the year in which the resignation or retirement will be effective. Failing to provide this notice by April 1st may result in a delay by the Board to process retirement documentation for the retiring teacher.

ARTICLE 26 – GRIEVANCE ARBITRATION PROCEDURE

- 26.1 A grievance is a dispute arising from the interpretation, application, administration or alleged violation of one or more provisions of this Collective Agreement, including a dispute as to whether a matter is arbitrable.
- 26.2 The only parties to a grievance are the Board and the Union.
- 26.3 Where reference is made to “days”, it shall mean regularly scheduled workdays for teachers.
- 26.4 A grievance involving or relating to a teacher individually or a group of teachers in similar circumstances shall only be processed through the Union.
- 26.5 Every grievance claim shall be delivered in writing to the other party and shall contain:
- a) a description of the factual circumstances alleged to constitute a violation of this agreement;
 - b) a designation of the specific provisions of this agreement allegedly violated;
 - c) an indication of the relief sought;
 - d) the signature of the duly authorized official of the Union.

26.6 Informal Stage

Prior to submitting a formal grievance claim, a teacher or teachers are expected to have discussed the matter with the school Principal or other immediate supervisor within twenty (20) days of the time when the Teacher should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. A teacher shall have the right to have a representative from the Union present. The Principal or Supervisor shall answer the complaint in writing within five (5) days of receipt of the complaint. The right to have a representative from the Union present shall not unduly restrict the Board to deal with emergent personnel matters.

26.7 Step One

The Union may file a grievance at Step One within ten (10) days of the informal stage. The grievance shall be filed with the Superintendent of Human Resources or designate who may meet with the representative(s) of the Union and the grievor and shall answer the grievance, in writing, within ten (10) days after receipt of the grievance.

Step Two

If no settlement is reached at Step One, the Union may within ten (10) days of receipt of the written reply of the Superintendent of Human Resources or designate, refer the matter to the Board's Grievance Committee. The Board's Grievance Committee shall meet with the representative(s) of the Union and the grievor within fifteen (15) days. The Board's Grievance Committee shall respond to the Union, in writing, within ten (10) days following the meeting. If the reply of the Board's Grievance Committee is unacceptable to the Union, it may within ten (10) days of receiving the written reply of the Board, apply for arbitration. If there is no response from the Board once the timelines are over, then, the matter goes immediately to arbitration.

26.8 Timelines may be extended or waived by mutual agreement in writing.

26.9 If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and thereafter re-instated if mediation is unsuccessful.

26.10 Unless mutually agreed in writing between the parties, no grievance claim can proceed to arbitration until all stages of the grievance procedure have been completed. Failure to respond to a grievance within the timelines specified shall move the grievance to the next step.

26.11 Unless mutually agreed otherwise, if the grievance procedure timeline extends past the last school day of the year, then the timeline will be suspended until the fifth (5th) school day in the following year.

26.12 Following notification of the intention to process the grievance to arbitration, the

parties to the Collective Agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.

- 26.13 Within a further (10) days, the nominees shall either select a mutually agreed-upon chairperson, or apply to the Labour Relations Board to appoint the chairperson of the Arbitration Board.
- 26.14 The sole arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.
- 26.15 The jurisdiction of the sole arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance, the terms of the agreement and the laws pertaining to education in Ontario. The sole arbitrator or Arbitration Board shall not, by their or its decision, add to, delete from, modify or otherwise amend the provisions of this Collective Agreement. The sole arbitrator's or Arbitration Board's decision shall be final and binding upon the parties.
- 26.16 The costs of the sole arbitrator or chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two parties.
- 26.17 Should the investigation or processing of a grievance require that a teacher(s), grievor(s) and/or grievance officer of the Union be released from their duties, such release shall be granted with pay.
- 26.18 If required, occasional teacher(s) shall be employed to cover the absence of any teacher attending the arbitration hearing. In the event that the grievance is not upheld, the Union shall reimburse the Board for the cost of the occasional teacher(s) required.
- 26.19 Documents, communications and records dealing with a grievance involving discipline shall not become part of the personnel file of the grievor if the grievance is upheld in arbitration, or if the Board rescinds the action that led to the grievance.
- 26.20 The parties may initiate a policy grievance beginning at Step 2 of the grievance procedures. The parties shall initiate such grievance by giving notice to the other party within thirty (30) school days following the day that the cause for the grievance became known or reasonably ought to have become known to the grieving party.

ARTICLE 27 – CORRESPONDENCE

All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Director of Education or designate, and from the President of the Local or designate.

ARTICLE 28 – BENEFITS

Provisions for Benefits are also found in Section C5.00 of Part A Central Terms

28.1 Plan Membership and Enrolment

Each teacher covered by this agreement shall participate in mandatory plans and have the right to participate in optional benefit plans currently provided by the ELHT, OTIP, or the Board.

Employee Assistance Plan (mandatory).

Family coverage shall include the teacher, their spouse, dependent children under the age of twenty-one (21) years or under the age of twenty-five (25) years while in full-time attendance at a post-secondary institution.

28.1.1 A spouse is defined as a person in a same-sex relationship, a common-law relationship, or in a married relationship.

28.2 Long-Term Disability

All teachers (including those on leave) must enrol and maintain LTD coverage (mandatory).

- a) The full premium cost of Long-Term Disability shall be the responsibility of the teacher. The Board shall deduct the required premium costs for each teacher by way of payroll deductions and remit the same to the insurance company. For each teacher hired on or after September 1, 1998, and members currently insured under an existing LTD plan, participation in the Long-Term Disability Plan shall be compulsory.
- b) Subject to notification by OTIP, a teacher may cancel or discontinue their Long-Term Disability insurance as per the LTD policy. On receipt of confirmation by OTIP and/or ETFO, the Board shall not be required to remit any further LTD premiums on behalf of such teacher nor shall the teacher be entitled to access any LTD benefits.

28.3 Teachers on Leave of Absence or Redundant

An eligible teacher who is on an unpaid leave of absence or redundant subject to recall may continue to participate in the benefit plans as per the ELHT.

ARTICLE 29 – EI REBATE

Effective May 1, 2003, the EI rebate shall be retained by the Board to offset the costs of benefits.

ARTICLE 30 – CONTINUING EDUCATION TEACHERS

- 30.1 It is the desire of both parties to specify within this Article the entitlement to salary and other mutually agreed items of "Continuing Education Teachers", as that term is defined by the Education Act, while employed by the Board to teach an elementary school course or class. For the purpose of clarity, this Article shall not apply to Continuing Education Teachers employed by the Board to teach any other courses and shall not apply to Continuing Education Instructors as that term is defined by the Education Act.
- 30.2 Where a conflict appears between a provision of this Article and a provision of the remainder of the Agreement, the provision of this Article prevails.
- 30.3 The following Articles shall apply with respect to Continuing Education Teachers:
 - Article 1 – Purpose
 - Article 2 – Scope and Recognition
 - Article 3 – Union Dues and Assessments
 - Article 4 – Rights and Responsibilities
 - Article 6 – General Conditions
 - Article 8 – Access to Information
 - Article 11 – Expenses
 - Article 16 – Occupational Health and Safety
 - Article 18.8 – Workplace Safety Insurance
 - Article 26 – Grievance Arbitration Procedure
- 30.4 Continuing Education Teachers are hired term-specific. The Board and the Teacher mutually agree to the termination of employment at the end of the specific term.
- 30.5 The Board shall make every effort to use Teachers on the Recall List for a Continuing Education position provided they possess the qualifications for the course or class. The Teacher shall maintain their rights and status on the Recall List.

Salary Schedule

The rates of pay for Continuing Education Teachers shall be as follows:

Effective Date	Hourly Rate
September 1, 2022	\$
September 1, 2023	\$
September 1, 2024	\$
September 1, 2025	\$

Rates to be added

- 30.6 Teachers employed in Continuing Education courses shall be paid (by direct deposit) every two weeks, two weeks in arrears, based on verified time as submitted in the Board’s electronic absence and replacement information system. A detailed statement of salary and deductions shall be made available electronically.

- 30.7 When a position within the scope of this article is declared available by the Board, a notice of vacancy describing the position and its required qualifications shall be posted electronically for a period of at least five (5) school days or seven (7) calendar days.
- 30.8 Continuing Education summer school teachers shall be entitled to one (1) day bereavement leave per school year, without loss of pay, attendance on or coincident with the death of a family member, relative or close friend.

APPENDIX A

RETIREMENT GRATUITY PROVISIONS-Predecessor Boards

Leeds and Grenville

12.09 Retirement Gratuity

A retired member of a Branch Affiliate who has left the employ of the Board and is entitled to immediate pension under the provisions of the Teachers' Pension Plan will receive an allowance for such accumulated sick leave credited to his/her account to a maximum of two hundred (200) days based on the formula:

$$\frac{\text{No. of Sick Leave Credits}}{200} \times 50\% \text{ of Salary at Retirement}$$

All benefits shall be paid in full the year of retirement or over a period of two (2) years by mutual consent.

Notwithstanding the preceding, during the five-year period prior to retirement on pension, the member who, for medical reasons, is unable to continue to teach full time, shall be entitled to a retirement gratuity based on the above formula.

All retirement gratuity benefits shall be paid in full on retirement or as otherwise mutually agreed between the Board and the teacher. In the event of the death of the teacher before retirement or after retirement, but before receiving the full amount of any retirement gratuity benefit owing, the amount outstanding shall be paid to the beneficiary named in the teacher's term life insurance policy with the Board or an alternative beneficiary named in writing by the teacher or, both failing, to the estate of the deceased teacher.

Lanark

Article 14.00 - Retirement Gratuity

14.01 A Teacher on the permanent or probationary staff as of August 31, 1978, and continuously thereafter, who ceases to be employed because of age or ill health and is not dismissed for cause, who satisfies the Board that the Teacher will receive an allowance from the Teachers' Pension Plan commencing within one (1) year following such retirement, shall receive as a retirement gratuity an amount calculated according to the following formula:

Accumulated Sick Leave Credit (Maximum 260 days)		Number of Years' Continuous Service (Maximum 20)		X	Last Annual Rate
260		20			
				2	

OR

Number of Years' Continuous Service (Maximum 25)		Last Annual Salary Rate			
100	x				

whichever is greater.

14.02 a) A Teacher to whom Article 14.01 does not apply, who ceases to be employed because of age or ill health and is not dismissed for cause, and who satisfies the Board that the Teacher will receive an allowance from the Teachers' Pension Plan commencing within one (1) year following such retirement, shall receive as a retirement gratuity an amount calculated according to the following formula:

Accumulated Sick Leave Credit (Maximum 260 days)		Number of Years' Continuous Service (Maximum 20)		X	Last Annual Salary Rate
60		20			2

However, a retirement gratuity paid under this Article 14.02 shall not exceed the sum of \$10,000 and \$15,000 effective May 1, 2003.

14.02 b) In principle, the following provisions have been agreed to with the understanding a Management Committee will be established between the parties to establish the framework for its operation and management. "A Teacher to whom Article 14.01 does not apply, has the option of choosing between the retirement gratuity as outlined in Article 14.02 a) or choosing the following retirement gratuity payment schedule. Each Teacher with ten years continuous service with the Board, who elects the retirement gratuity schedule as outlined in Article 14.02 b), shall have placed in a mutually agreed fund, held in trust for the Teacher, the sum of one thousand dollars (\$1,000) per year for a period of six (6) years. The principal and interest which accrues held in trust for the Teacher be payable to the Teacher upon the Teacher's retirement in place of the retirement gratuity outlined in Article 14.02 a). The fund shall be administered by a joint committee composed of members of the Branch Affiliates and the Board, and such resource personnel as required".

14.03 Where a Teacher who ceased to be employed under the provisions of the Board's Early Retirement Incentive Plan (No. 619.0), and is eligible for a reduced allowance under the Teacher's Pension Plan and elects to defer the allowance until the termination of the Teacher's participation in the Plan, any retirement gratuity payable under the provisions of Article 14.00 shall be payable notwithstanding the deferral of that allowance. The Teacher shall obtain from the Teacher's Pension Plan Board, written confirmation of the deferral.

14.04 Years of Continuous Service shall be defined as consecutive years of employment by this Board or its predecessors and shall include without credit therefore, leave of absence or absences for maternity reasons in accordance with Article 15.00. For the purposes of Article 14.00, the minimum number of years of actual service shall not be less than ten (10).

14.05 Special circumstances involving less than three (3) years of interruption of continuous service may be considered by the Board. A Teacher must apply for such special consideration within three (3) months of returning to service with the Board after an interruption. Prior cases shall be considered upon application of the Teacher until August 31, 1987.

14.06 In the event of the death of an eligible Teacher prior to retirement, any gratuity calculated as if the Teacher had retired on the date of the Teacher's death shall be paid to the Teacher's named beneficiary or estate.

Stormont, Dundas and Glenqarry

PART 11 - A System of Sick Leave Gratuities

Preamble

8.01 Pursuant to Section 158 of The Education Act, a system of sick Leave Credit Gratuities is hereby established as of September 1, 1976.

8.02 The class of employee eligible under this System of Sick Leave Credit Gratuities shall be as set out in Section 1:02 herein.

8.03 An employee, on September 1, 1976, shall be entitled to an initial credit to his/her sick leave credit gratuities of one hundred percent (100%) of the days showing to his/her credit under the System of Sick Leave Gratuities in effect on August 31, 1976.

Retirement Gratuity

9.01 a) An employee retiring from the teaching profession for the reason of health or age, or any reason approved by the Board after ten (10) or more years continuous service with The Stormont, Dundas and GBoard of Education, shall be entitled to a retirement gratuity (to a maximum of two hundred (200) days calculated in accordance with the following table:

Length of Service In Years	Gratuity Percentage Factor
10	30
11	32
12	34
13	36
14	38
15	40
16	42
17	44
18	46
19	48
20 or more	50

A gratuity shall be calculated based on the following formula:

$$\frac{\text{Gratuity percentage Factor} \times \text{Annual Salary} \times \text{Cumulative Sick Leave Credits (maximum 200)}}{200}$$

9.02 For the purpose of Section 9.01, "service" shall include,

continuous service on the teaching staff of the elementary panel of the Board subsequent to January 1, 1969, provided the employee shall have transferred directly from the elementary panel to the secondary panel without intervening service with another employer, and

service with former school boards, elementary or secondary, in the Stormont, Dundas and Glengarry school division provided the employee was on the teaching staff of one such Board on December 31, 1968, and provided no gratuity had been paid to the employee by the former Board in respect to such service.

9.03 In any event, the retirement gratuity shall not exceed an amount equal to one-half (½) the annual salary of the employee at the time of retirement.

9.04 For the purpose of Section 9:01 "Age" shall mean:

sixty-five (65) years of age not later than August 31, next following the date of retirement, or the age at which a teacher is in receipt of a pension from the Teachers' Superannuation Commission. (The return of contributions to the teacher or the application of the deferred pension provisions of Section 28 of The Teacher' Superannuation Act, shall not be considered "receipt of a pension").
... whichever is earlier.

10.00 Benefits Payable to Estate

10.01 In the event of the death of an employee, either before or after retirement, benefits, if any, arising from this plan shall be paid to the estate of the deceased employee.

10.02 The gratuity shall be paid in either a lump sum or in any other manner mutually agreed to by the teacher or estate and the Board.

PRESCOTT - RUSSELL

10.05 Severance Allowance for all teachers hired for employment prior to August 31, 1991

For the purpose of this plan, only those sick leave days accumulated in the employ of the Prescott-Russell County Board of Education or its predecessors shall apply.

The total number of days upon which the gratuity is paid shall not exceed 200.

Upon termination of employment with the Board a gratuity shall be paid on the basis of 1/200 of the final year's salary for each day standing to the credit of the teacher in accordance with the following formula:

5 - 9 years of service	12 1/2% of the days accumulated
10 - 14 years of service	25% of the days accumulated
15 - 19 years of service	37 1/2% of the days accumulated
20 or more years of service	50% of the days accumulated

Upon termination of employment, a teacher may elect to transfer the total number of sick leave days to another Board, in which case no gratuity will be paid.

Upon termination of employment, payment shall be made:

- in a lump sum on the date of termination of employment;
- in a lump sum after January 1st of the year immediately following termination of employment;
- a combination of (1) and (2) above as mutually agreed upon between the teacher and the Board.

10.06 Death Benefit Gratuity

In the event of the death of an employee either before or following retirement, but before receiving the benefits of the accumulated sick leave as provided for in severance Allowance, such benefits shall be paid to his/her estate.

10.07 Retirement Gratuity for teachers hired for employment after August 31, 1991, will be as follows:

Each teacher will be paid, upon termination of employment by reason of voluntary or involuntary retirement, a sum of money designated as Retirement Gratuity, for the days accumulated with this Board, if he/she complies with both following conditions:

having five (5) or more years of continual service with the Board on the date of retirement or death;

be eligible for a pension from the Teachers' Pension Plan Board on the date of retirement or death.

If death puts an end to a teacher's service, the Retirement Gratuity is paid to his/her estate. The amount is established as described in Article 10.10.

10.08 Retirement Gratuity are computed as follows:

The number of days to the credit of a teacher shall be determined as set forth in The Education Act 1988, Section 158.

For the purpose of this agreement, Sick Leave accumulated in the service of another Board will not be considered.

Upon retirement, a teacher with 20 years or more of service shall receive a gratuity equal to one day's pay, as determined by his/her gross annual salary effective September 1 prior to his/her date of retirement, for each day of unused sick leave up to one-half the total so accumulated with payment to a maximum of one-half the days in the school year. For fewer years of service, the allowance will decrease, as shown in Article 10.10.

The said gratuity as herein provided may be paid in June of the year in which the teacher terminates his/her employment provided notice of the teacher's intent has been given prior to January 1; otherwise, payment will be made in January of the following calendar year. The gratuity may be paid in five yearly payments, commencing with the date of termination of employment, if the Board receives authority for so doing from the teacher, such authority being revocable by the teacher or his/her designated representative at any time.

10.09 When a teacher resigns and leaves the employment of the Board and the teaching profession and then is hired by the Board again, as a teacher, such employee is to be regarded as a new teacher for Retirement Gratuity benefits.

10.10 Table of amount of Retirement Gratuity payable:

20 consecutive years of service or more - 50% of the accumulated sick leave Days to his/her credit to a maximum of 90 days;	
15 - 19 consecutive years of service or more - 37 1/2% of the accumulated maximum of 90 days;	sick leave days to his/her credit to a
10 - 14 consecutive years of service or more - 25% of the accumulated sick days;	leave days to his/her credit to a maximum of 50
5 - 9 consecutive years of service or more - 12 1/2% of the accumulated sick leave days to his/her credit to a maximum of 30 days.	leave days to his/her credit to a maximum of 30 days.

10.11 These regulations, as revised and set forth above, shall be deemed to be in effect and in force, on and after the first day of September, saving any rights which the teacher may have acquired prior to this date, under and by virtue of The Education Act 1988, Section 158.

LETTER OF UNDERSTANDING #1
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD AND
ETFO-UCL

Re: Reporting Exemplars

The Board will continue to provide detailed sample exemplar report card comments that support the development of comments for all K-8 curriculum areas. This exemplar document will be modified as curriculum changes occur. The Board will share a draft version of the exemplars with the Local prior to updates. The exemplars will be made available to teachers prior to the first reporting period of each school year to assist teachers with the preparation of report cards.

Teachers will use their professional judgement about using these exemplars in their reports.

LETTER OF UNDERSTANDING #2

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

ETFO-UCL

Re: Missed Preparation Time and the Scheduling Preparation Time

Within sixty (60) days of ratification, a working group that consists of no more than five (5) representatives each from the Local and the Board will meet.

The objectives of the working group will include, but are not limited to:

- Discussing and determining the feasibility of scheduling minimum preparation blocks of twenty (20) minutes;
- Resolving concerns related to planning responsibilities for rescheduled preparation time.

Within ninety (90) days of the initial meeting, the working group will jointly determine recommendations to be implemented thereafter.

LETTER OF UNDERSTANDING #3

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

ETFO-UCL

Re: Elementary Professional Development Fund

In the event that there are unexpended EPDF monies on May 1st from the annual allocation, the Elementary Professional Development Fund Committee will meet to determine how those funds will be used to support elementary teacher professional development activities.

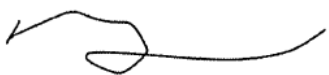
This Letter of Understanding will be limited to the term of this Collective Agreement.

BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
ETFO UCL

For the ETFO UCL


Jamie Thom
ETFO Staff

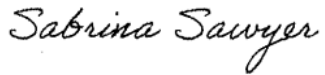
10/5/2024
Date


Peter Lindsay
President

10/05/2024
Date



Claire Church
Chief Negotiator

10/05/2024
Date



Sabrina Sawyer
ETFO Deputy General
Secretary

15/05/2024
Date

For Upper Canada DSB


Jamie Schouler
Chair

May 22/24
Date


Ron Ferguson
Director

May 22/24
Date