

COLLECTIVE AGREEMENT

Between

**DISTRICT SCHOOL BOARD ONTARIO NORTH EAST
(hereinafter referred to as “The Board”)**

And

**ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO
ONTARIO NORTH EAST LOCAL**

**Representing Elementary School Teachers
(hereinafter referred to as “The Union”)**

for the period of

September 1, 2022 to August 31, 2026

CONSISTING OF

PART A – TERMS NEGOTIATED CENTRALLY (c)

AND

PART B – TERMS NEGOTIATED LOCALLY (L)

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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, STLD, 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 STLD 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 STLD, 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 STLD days from the previous school year's allocation. In the event that the Teacher exhausts their STLD allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLD 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 STLD 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 STLD.
- 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 STLDP.
- 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 – TERMS NEGOTIATED LOCALLY (L)

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ARTICLE 1 - PURPOSE

- 1.01 It is the purpose and intent of the Parties to set forth the terms and conditions of employment and other related provisions provided for in this Collective Agreement.
- 1.02 Except for error, omission, or inadvertence, it is the intent of the Parties and the purpose of the Collective Agreement to set forth the terms and conditions of employment, together with the salaries, allowances, and related benefits and to provide for the equitable settlement of all matters in dispute between the Parties. It is the further purpose of the Parties to set forth all matters mutually agreed to in this document, all of which constitutes the entire negotiated agreement between the Parties.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Board being the District School Board Ontario North East (herein after 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. For the purposes of this collective agreement “Teacher” shall mean a member of the Ontario College of Teachers who is in good standing.
- 2.02 The Local will inform the Board on or before May 31 of each year who is authorized to act on behalf of the Local. “Local” shall mean the Ontario North East Teachers’ Local of the Elementary Teachers’ Federation of Ontario.
- 2.03 The Board recognizes the right of the Local to receive assistance from the Union, or any other duly authorized agent, to assist in all matters pertaining to the negotiation and administration of this Agreement.
- 2.04 The Union recognizes the right of the Board to consult with their professional management and to obtain other such additional outside assistance as the Board considers appropriate.

ARTICLE 3 - UNION DUES AND ASSESSMENTS

- 3.01 The Board shall deduct, for every pay period for each teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.
- 3.02 The payment shall be accompanied by the dues submission and the current electronic list showing the names, addresses, wages earned, and dues and assessments deducted.

- 3.03 The Union and/or the Local as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union and/or the Local.

ARTICLE 4 - GENERAL

4.01 **Correspondence**

All correspondence between the Parties arising out of this collective agreement or incidental thereto shall pass to and from the Director of Education or designate and from the President of the Local or designate.

4.02 **Statutory Responsibilities**

The Board and the Union agree to abide by the Education Act, the Employment Standards Act, the [Ontario Human Rights Code](#) and any other prevailing statutes governing education and employment in Ontario, and all regulations thereunder.

4.03 **Collective Agreement Copies**

A copy of the Collective Agreement will be posted on the Board website for all Union members and they shall be provided with login information and advised as to where to access the agreement no later than 2 weeks after the date of hire.

4.04 **Evaluations**

Only supervisory officers and elementary principals and vice-principals shall evaluate a teacher's competence. No members of the Union shall be required or requested to formally evaluate a teacher's competence.

Teachers shall be evaluated according to the evaluation procedures and policies as outlined in Board Evaluation Policy of the District School Board Policy Manual which may be amended from time to time. It is understood that the Board policy will comply with the Provincial Legislation and the Education Act.

4.05 **Just Cause**

- a) No teacher shall be demoted, suspended, discharged, dismissed or disciplined in any way without just and sufficient cause. Such cause shall be provided to the teacher in writing, within 5 (five) calendar days from the time the teacher is informed of any such action.
- b) Prior to the imposition of any discipline, there shall be a meeting held between the teacher and a Board representative to discuss the matter. The teacher shall have the right to have the Local President or designate present, and shall be informed of the purpose of the meeting.

4.06 **Reasonable Exercise of Rights**

The Board and the Union agree that their rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory, and consistent with this collective agreement and the prevailing statutes.

4.07 **No Penalty**

The Board agrees not to penalize or discriminate against any teacher for participating in the activities of the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

4.08 **No Discrimination**

The Board and the Union agree that there shall be equal treatment with respect to employment without discrimination or perpetuation of the effects of past discrimination, if any, based on a protected ground in a protected social area as per the [Ontario Human Rights Code](#), or by reason of membership or activity in the Union.

ARTICLE 5 - SENIORITY

5.01 The seniority list shall be established in accordance with the provisions of this article and shall be used for the purpose of surplus and redundancy as set out in other provisions of this agreement.

5.02 The name of each Teacher shall appear on the seniority list established in accordance with the criteria set out below.

5.03 Seniority placement will be determined by October 31, using the established criteria.

5.04 The Board shall be responsible for the production, distribution, storage, and retrieval of the seniority list and the documentation pertaining to the development of the seniority list.

5.05 The Board shall provide the President of the Local with an electronic copy of the seniority list by October 31.

5.06

a) The Board shall post a copy of the seniority list in an appropriate location at each work site by October 31 of each year. An electronic copy of the seniority list shall be provided to the President of the Local at the same time. The seniority list will be reviewed by teachers until November 30 and the information contained therein shall be considered correct for all purposes unless a teacher disputes its accuracy as required below in paragraph b).

b) Teachers' objections shall be made in writing by November 30 to the Local President and the appropriate Superintendent of Schools. The Board may require the member to submit additional documentation.

c) Should it be required to amend the seniority list, an updated copy of the seniority list shall be posted by the Board in an appropriate location at each work site by December 15. An electronic copy of the updated seniority list shall be provided to the President of the Local by December 15. This seniority list shall be deemed correct.

- 5.07 A teacher's seniority with the Board up to January 1, 1998 will be based on the following criteria from their elementary predecessor Board:
- total elementary teaching experience;
 - part-time elementary teaching experience to count as a full year, for the purpose of establishing seniority;
 - total Board approved leave time;
 - while redundant as determined by the provisions of the collective agreement to a maximum of two (2) years;
 - elementary teaching time to be calculated by elementary superannuation and/or Board records rounded up to the nearest tenth (10th) of a school year.
- 5.08 Effective January 1, 1998, all Teachers shall accrue seniority based upon continuous teaching experience in the elementary panel of District School Board Ontario North East. For new teachers, on or after January 1, 1998, seniority will begin to accrue from the first contracted working day with the Board.
- 5.09 Effective January 1, 1998, a teacher shall accrue seniority based upon the following criteria:
- each year of continuous teaching experience in the elementary panel
 - for approved paid and unpaid leaves
 - while on recall as determined by the provisions of the collective agreement.
- 5.10 Effective January 1, 1998, a part-time teacher shall be deemed to be a full-time teacher for the purpose of establishing seniority.
- 5.11 Where Teachers have equal seniority as established by this article, the order of seniority shall be determined by the criteria set out below:
- (i) total elementary experience including documented occasional elementary teaching with the Board and its predecessor Boards; then
 - (ii) total secondary experience including documented occasional secondary teaching with the Board and its predecessor Boards; then
 - (iii) total elementary experience in Ontario; then
 - (iv) total elementary experience in Canada, then
 - (v) total elementary experience; then
 - (vi) total teaching experience recognized by the Ontario College of Teachers; then
 - (vii) by lot conducted co-operatively by the President of the Local or designate and the Regional Superintendent of Schools or designate by November 30.

For the purpose of seniority, documented occasional teaching experience shall be calculated using the following formula:

$$\frac{\text{Total days of occasional teaching in the school year}}{\text{Total number of teaching days in the school year}}$$

Rounded up to the nearest tenth of a school year

- 5.12 It is understood that no teacher can accumulate more than one year's seniority in any school year.

ARTICLE 6 - TRANSFERS. SURPLUS. REDUNDANCY. RECALL OPTIONS

The following procedure will be followed when the staffing provisions in this collective agreement necessitate a reduction in the number of teachers in a school or in the bargaining unit as a whole. The Board agrees to submit changes to school names once they have been established.

Definitions

(a) Surplus Teacher

A teacher for whom there is no position within a school, but who can be placed within the elementary panel.

(b) Redundant Teacher

A teacher for whom there is no position available within the elementary panel.

(c) Zones

The zones are defined as follows:

Zone 1 - Hearst (Clayton Brown)

Zone 2 - Kapuskasing-Smooth Rock Falls (Diamond Jubilee, Smooth Rock Falls)

Zone 3 - Cochrane-Iroquois Falls-Black River-Matheson (Cochrane Public School, Iroquois Falls Public School, Joseph H. Kennedy, Iroquois Falls Secondary School (ele))

Zone 4 - Timmins (Bertha Shaw, Golden Avenue, Schumacher, W.E. Miller, Pinecrest, R. Ross Beattie, Schumacher Board Office, Roland Michener SS (ele), Timmins Centennial)

Zone 5 - Kirkland Lake (Central, Federal, Kirkland Lake District Composite School)

Zone 6 - Timiskaming (Temagami, New Liskeard, Kerns, Elk Lake, Englehart, New Liskeard Board Office, Timiskaming District SS (ele), Englehart HS (ele))

(d) Areas

The areas are:

Area 1 - Zones 1, 2,3

Area 2 - Zone 4

Area 3 - Zones 5, 6

6.01

Transfers

- a) Teachers who wish to request a transfer to another elementary school shall forward their request to the appropriate Superintendent of Schools and the President of the Local in writing by March 31. The Superintendent of Schools shall acknowledge receipt of the request within 5 business days. A copy of the response shall be sent to the President of the Local.
- b) The Superintendent of Schools shall notify the teacher and the President of the Local of the resulting decision on or before May 31. Given extenuating circumstances, the Board and Local may mutually agree to transfers beyond this date.

A notification of intent to transfer should include:

- (i) qualifications
 - (ii) grade, subject areas and school, zone or area in which the teacher would like to teach.
- c) A teacher who has not been granted a voluntary transfer for two consecutive years may request a meeting with the Superintendent before March 31 of the third year.

6.02

Teacher exchange requests shall be forwarded to the appropriate Regional Superintendent and the President of the Local by March 31. The Regional Superintendent shall acknowledge receipt of exchange requests by April 15. The approval of teacher exchanges shall be at the sole discretion of the Regional Superintendent on or before June 30. Teachers who have requested an exchange shall be notified by June 30.

6.03

Administrative initiated transfers may be necessary for identified program or individual needs. When an administrative initiated transfer is being considered, a meeting shall be held between the Teacher, the Superintendent of Schools and the Local President or designate. During this meeting, the specific reason for the move shall be disclosed, and the Teacher will have the opportunity to state concerns and ask questions.

6.04

The Board will pay a Teacher who is given an administrative transfer in excess of fifty (50) kilometers (one way) from the original school a per annum allowance of two thousand two hundred thirty-eight dollars and fifty cents (\$2,238.50) for the 2019-2020 school year, two thousand two hundred seventy-seven dollars and sixty-seven cents (\$2,277.67) for the 2020-2021 school year and two thousand three hundred sixty-three dollars and nine cents (\$2,363.09) for the 2021-2026 school years.

6.05

Surplus

Should transfers as per Articles 6.01, 6.02 and 6.03 not satisfy the staffing or program requirements at the school, the Teacher or teachers whose Board seniority is the lowest in the school, and who is not qualified in accordance with the Act and Regulations as amended shall be designated as surplus to the staffing/program needs of the school.

- 6.06 Teachers on approved leaves of absence shall be placed on the staff list of their school at the commencement of the leave.
- 6.07 The principal of the school or Human Resources designate shall notify in writing a teacher who is to be declared surplus on or before May 31. Such notification is to be given at a meeting with the teacher in the presence of Union representation.
- 6.08 The President of the Local will be notified of all teachers being declared surplus by May 30.
- 6.09 The teacher declared surplus may:
- a) request a voluntary transfer anywhere in the Board prior to June 3, in accordance to article 6.01, or
 - b) request a leave of absence of up to two (2) years.
- 6.10 Following 6.01 and 6.09 requests, surplus teachers shall be placed within the zone to displace a teacher with the least seniority in the zone.
- Teachers who remain surplus shall follow the displacement process in the following sequence:
- (i) Choose to displace a teacher with the least seniority in the area;
 - (ii) Choose to displace a teacher with the least seniority in another area;
 - (iii) Decide not to displace, and select to be placed on the recall list or to resign from the Board;
 - (iv) Have a right to recall where notice will be sent, as per Article 6.22, for any remaining vacancies.
- 6.11 A teacher who is declared surplus and has been placed in another school, zone or area, shall have the right to return to a teaching position for which the teacher is qualified which becomes available in the school, zone or area from which the teacher was declared surplus within ten (10) months of the surplus placement. It is the teacher's responsibility to make this request to Human Resources prior to the closing date of the posted vacancy.
- 6.12 Teachers who were declared surplus but are unqualified for vacant positions as per the procedure in 6.10 shall be given the opportunity to become qualified for the position by a mutually agreed date.
- 6.13 In order to facilitate the staffing process, known vacancies for Board or regional assignments shall be posted by April 30 of each year, dependent on funding announcements.
- 6.14 The Staffing Committee may hold staffing placement meetings following June 3 and up to June 30 in order to place surplus teachers and teachers who have requested transfers. In the placement process, surplus teachers will be given priority in placements over transfer requests.

6.15 **September Surplus Procedures**

If a school is required to reduce staff on or before October 31 of the school year, it will do so by declaring a teacher, or teachers, surplus to the staffing needs of the school in accordance with Article 6.05.

If necessary, time frames for teacher transfers and declarations of surplus and redundant teachers shall be established in consultation with the Local.

6.16 **Redundancy**

On completion of the surplus to school placements, remaining teachers with the least seniority in the Board shall be declared redundant.

6.17

(a) Notwithstanding 6.12, the Board has the responsibility to ensure staff for designated special programs are qualified as per the qualifications regulations of the Education Act or Ontario College of Teachers.

(b) The following procedure will be followed when a teacher in a designated special program is declared redundant:

(i) Fill the position through voluntary transfer.

(ii) Retain the teacher in the designated special program and declare the teacher with the next least seniority redundant.

(iii) Present the teacher with the next least seniority the option of becoming qualified through an additional qualification course to teach the designated special program. On agreement to become qualified, the teacher will teach the designated special program and the teacher with the least seniority will be declared redundant.

(iv) If the teacher with the next least seniority is unable to become qualified through an additional qualification, the teacher may request a leave of absence up to two (2) years to become qualified. On the return from leave, the teacher shall return to their position on the seniority list.

6.18 A teacher shall be informed of their redundancy in writing by the Director or designate on or before June 30, with a copy forwarded to the President of the Local. The declaration of redundancy shall be effective on August 31 of that school year. The teacher will continue to maintain the right to recall from June 30 to August 31.

6.19 A redundant Teacher, subject to the provisions of the respective benefit plans, may continue to participate in one or more of the plans, to the extent that the plans permit, by paying the full cost of any such plans.

6.20 **Recall**

Human Resources shall maintain a recall list of all teachers declared redundant and forward a copy to the President of the Local.

6.21 A teacher who has been declared redundant shall retain the right to be recalled on the basis of seniority for twenty-four (24) months from the time of being declared redundant to positions for which the teacher is qualified or can become qualified prior to return.

6.22

(a) A recall notice shall be sent by email from the Human Resources office to the teacher's Board email address, and copied to the President of the Local. All recipients of the email shall be visible in the addressee field.

(b) A teacher who fails to respond within two school days of the date of the e-mail shall lose the right of recall unless there are extenuating circumstances. Notwithstanding the above, teachers recalled in July and August must respond in five days.

6.23

(a) A teacher has the right to refuse recall to a position offered outside of their zone without prejudice to the teacher's recall rights.

(b) A teacher cannot refuse recall within their zone to a position they are qualified for that is a higher permanent FTE than they are currently assigned to as a permanent teacher (i.e. a teacher who is 0.1 permanent FTE and 0.9 FTE recall cannot refuse an offer of a 0.2 FTE or higher permanent position within their zone).

(c) Refusal to be recalled or no response to the recall notice within the Teacher's zone will equate to removal from recall if the teacher has the necessary qualifications for the position. A teacher has a right to refuse recall to any position outside of their zone during their recall period.

Other Options

6.24 Redundant teachers shall have the first right to teach classes in continuing education, night school, and summer school provided they are qualified.

6.25 The Board agrees to pay any full-time teacher whose contract is terminated by reasons of redundancy, a severance allowance equal to 4% of the teacher's annual salary for each year of service with the Board to a maximum of \$7,000. Severance allowance for part-time teachers shall be pro-rated.

6.26 The parties agree that the acceptance of a severance allowance terminates all employer-employee obligations.

Terminations and Resignations

A Teacher who resigns shall do so in accordance with the Employment Standards Act. A teacher whose employment is to be terminated shall be given notice in accordance with the Employment Standards Act. Terminations shall be subject to Article 4.05 Just Cause.

ARTICLE 7 - JOB POSTINGS

- 7.01 The Local President shall be notified of all postings, appointments, hirings, lay-offs, re-hirings, and terminations of employment.
- 7.02 A vacancy is defined as a position left vacant as a result of the promotion, resignation, secondment, transfer, retirement, or death of a teacher where the Board intends to fill the position.
- 7.03 New positions created by the Board shall first be offered to recall and then posted.
- 7.04
- (a) The Board shall post in every school a notice of every new position and vacancy for a period of not less than four school days. All postings shall include the title of the position, qualifications, location and effective date. Copies shall be sent to the Local.
 - (b) A teacher who was interviewed for a position shall receive a debriefing, if so requested, following the selection process.
- 7.05
- (a) Positions that become vacant after September 1, as a result of a vacancy or the establishment of a new position (excluding positions with a responsibility allowance) shall first be offered to teachers on the recall list who are qualified or willing to become qualified by a mutually agreeable date, in order of seniority.
 - (b) If the position is not filled after the application of part a) above, it shall be posted in every school for a period of not less than four (4) school days. The posting shall include the title of the position, qualifications, location, effective date and that it is subject to the provisions of this Article. The Board may choose to simultaneously advertise the position externally.
 - (c) Such positions shall first be offered to part-time qualified teachers in the zone, in order of seniority, provided a response to the posting is received.
 - (d) If the position is not filled after the application of part c) above, it may, at the discretion of the Board, be offered to any full time qualified teacher applicant.
 - (e) If the position is not filled after the application of part d) above, any qualified teacher may be hired to fill the position. A teacher so hired shall be included on the seniority list and shall be subject to this collective agreement (e.g., transfers, surplus, redundancy and recall procedures).

ARTICLE 8 - ACCESS TO INFORMATION

- 8.01 The Board and the Union agree to abide by the provisions of the Freedom of Information and Protection of Privacy Act, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.

- 8.02 Upon prior written request to Human Resources, an employee will be provided with a copy of their personnel file. The file will be copied, and the employee will pick up the file at the Board Office (Schumacher or New Liskeard), with a signature upon pickup. Upon a Teacher's request, the Board may remove all record of disciplinary action from a Teacher's file after two (2) years if there has been no related disciplinary action in the interim.
- 8.03 When a teacher disputes the accuracy or completeness of any such information, the teacher shall notify the Board in writing and this information shall be added to the file.
- 8.04 Where a teacher authorizes in writing access to the teacher's personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 8.05 Teachers shall receive copies of any materials placed in their personnel file within three (3) school days of the material being filed.
- 8.06 **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.
- 8.07 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.
- 8.08 The Board shall notify the Union in writing of any alterations to the Teacher Performance Appraisal Policy.
- 8.09 **Medical Information**
The Board shall maintain any medical information as per policy and procedure 1.2.25 Confidentiality of Medical Records.
- 8.10 **Access To Board Minutes**
The Board shall provide to the Union copies of any agendas, minutes and support documents at least two (2) days prior to all Board meetings and Board committee meetings via the Board's website at www.dsb1.ca.

8.11 **Data for Negotiations and Maintenance of the Collective Agreement**

The Board will make every effort to provide the following information to the Union on request.

- a) a statement of the current operating budget;
- b) a statement of the current operating expenditures;
- c) a statement of participation in each benefit plan covered by this collective agreement including a cost analysis thereof;
- d) data respecting salaries, percentage of full-time assignments, allowances, category classification, teaching experience, and seniority concerning each teacher covered by this collective agreement;
- e) data respecting individual status of employment, such as a listing of teachers on leave or on the recall list;
- f) information and data respecting the teacher complement, pupil enrolment, school organization and class size;
- g) information and data respecting instructional time.

ARTICLE 9 - METHOD OF PAYMENT

9.01 **Credits, Category, Salary**

On or before October 31st, and within one (1) month of any negotiated change in salary or change in qualification, the Board shall provide to each teacher a notice setting forth the following:

- Credit for teaching experience
- Category classification
- Salary and allowances

Teachers will be informed of their sick leave credits on their bi-weekly statement of earnings.

9.02 The annual salary will be evenly divided by the number of bi-weekly pays in the twelve-month period pursuant to this collective agreement.

9.03 A failure by the Board to deposit a teacher's pay on agreed dates will result in the Board payment of a teacher's bank charges caused by the Board's late payment. Prior to the Board's payment of bank charges the Board and the Local must agree that the bank charges were due to Board error.

9.04 **Grid Placement**

School Boards shall adjust their current salary grids in accordance with the following schedule:

- 2022-2023 - 3%
- 2023-2024 - 3%
- 2024-2025 – 2.75%
- 2025-2026 – 2.5%

Effective August 29, 2022

Step	A0	Bi-Wkly	A1	Bi-Wkly	A2	Bi-Wkly	A3	Bi-Wkly	A4	Bi-Wkly
0	49,794.71	1,915.18	55,266.40	2,125.63	57,408.96	2,208.04	62,130.37	2,389.63	65,241.37	2,509.28
1	52,828.78	2,031.88	58,355.43	2,244.44	60,582.74	2,330.11	65,899.05	2,534.58	69,399.29	2,669.20
2	55,864.45	2,148.63	61,446.00	2,363.31	63,754.93	2,452.11	69,664.56	2,679.41	73,554.09	2,829.00
3	58,900.09	2,265.39	64,535.02	2,482.12	66,927.15	2,574.12	73,433.22	2,824.35	77,708.87	2,988.80
4	61,932.61	2,382.02	67,622.48	2,600.86	70,100.92	2,696.19	77,200.32	2,969.24	81,865.23	3,148.66
5	64,968.25	2,498.78	70,713.08	2,719.73	73,273.12	2,818.20	80,967.41	3,114.13	86,023.16	3,308.58
6	68,003.90	2,615.53	73,802.09	2,838.54	76,445.33	2,940.21	84,734.50	3,259.02	90,177.95	3,468.38
7	71,037.99	2,732.23	76,892.66	2,957.41	79,617.54	3,062.21	88,501.60	3,403.91	94,332.76	3,628.18
8	74,072.07	2,848.93	79,983.25	3,076.28	82,791.30	3,184.28	92,267.12	3,548.74	98,489.11	3,788.04
9	77,106.14	2,965.62	83,070.71	3,195.03	85,963.52	3,306.29	96,035.80	3,693.68	102,643.90	3,947.84
10	80,141.79	3,082.38	86,161.28	3,313.90	89,135.72	3,428.30	99,801.31	3,838.51	106,801.84	4,107.76
11	83,175.87	3,199.07	89,255.02	3,432.89	92,318.92	3,550.73	103,584.12	3,984.00	110,956.62	4,267.56
12	86,209.96	3,315.77								
13	89,255.02	3,432.89								

Effective August 28, 2023

Step	A0	Bi-Wkly	A1	Bi-Wkly	A2	Bi-Wkly	A3	Bi-Wkly	A4	Bi-Wkly
0	51,288.55	1,972.64	56,924.39	2,189.40	59,131.23	2,274.28	63,994.28	2,461.32	67,198.61	2,584.56
1	54,413.64	2,092.83	60,106.09	2,311.77	62,400.22	2,400.01	67,876.02	2,610.62	71,481.27	2,749.28
2	57,540.38	2,213.09	63,289.38	2,434.21	65,667.58	2,525.68	71,754.49	2,759.79	75,760.71	2,913.87
3	60,667.09	2,333.35	66,471.07	2,556.58	68,934.97	2,651.34	75,636.22	2,909.09	80,040.13	3,078.47
4	63,790.59	2,453.48	69,651.15	2,678.89	72,203.94	2,777.07	79,516.32	3,058.32	84,321.19	3,243.12
5	66,917.30	2,573.74	72,834.47	2,801.33	75,471.32	2,902.74	83,396.43	3,207.56	88,603.85	3,407.84
6	70,044.02	2,694.00	76,016.15	2,923.70	78,738.69	3,028.41	87,276.54	3,356.79	92,883.29	3,572.43
7	73,169.13	2,814.20	79,199.44	3,046.13	82,006.06	3,154.08	91,156.64	3,506.02	97,162.74	3,737.03
8	76,294.23	2,934.39	82,382.75	3,168.57	85,275.04	3,279.81	95,035.13	3,655.20	101,443.78	3,901.68
9	79,419.32	3,054.59	85,562.83	3,290.88	88,542.43	3,405.48	98,916.87	3,804.50	105,723.22	4,066.28
10	82,546.04	3,174.85	88,746.12	3,413.31	91,809.79	3,531.15	102,795.35	3,953.67	110,005.90	4,231.00
11	85,671.15	3,295.04	91,932.68	3,535.87	95,088.49	3,657.25	106,691.64	4,103.52	114,285.32	4,395.59
12	88,796.25	3,415.24								
13	91,932.68	3,535.87								

Effective August 28, 2024

Step	A0	Bi-Wkly	A1	Bi-Wkly	A2	Bi-Wkly	A3	Bi-Wkly	A4	Bi-Wkly
0	52,698.99	2,026.88	58,489.81	2,249.61	60,757.34	2,336.82	65,754.12	2,529.00	69,046.57	2,655.64
1	55,910.02	2,150.39	61,759.01	2,375.35	64,116.23	2,466.01	69,742.61	2,682.41	73,447.01	2,824.88
2	59,122.74	2,273.95	65,029.84	2,501.15	67,473.44	2,595.13	73,727.74	2,835.68	77,844.13	2,994.00
3	62,335.43	2,397.52	68,299.02	2,626.89	70,830.68	2,724.26	77,716.21	2,989.09	82,241.24	3,163.12
4	65,544.83	2,520.96	71,566.56	2,752.56	74,189.55	2,853.44	81,703.02	3,142.42	86,640.02	3,332.31
5	68,757.52	2,644.52	74,837.42	2,878.36	77,546.78	2,982.57	85,689.83	3,295.76	91,040.46	3,501.56
6	71,970.23	2,768.09	78,106.60	3,004.10	80,904.00	3,111.69	89,676.64	3,449.10	95,437.58	3,670.68
7	75,181.28	2,891.59	81,377.43	3,129.90	84,261.23	3,240.82	93,663.45	3,602.44	99,834.72	3,839.80
8	78,392.32	3,015.09	84,648.27	3,255.70	87,620.10	3,370.00	97,648.60	3,755.72	104,233.49	4,008.98
9	81,603.35	3,138.59	87,915.81	3,381.38	90,977.35	3,499.13	101,637.09	3,909.12	108,630.61	4,178.10
10	84,816.06	3,262.16	91,186.64	3,507.18	94,334.56	3,628.25	105,622.22	4,062.39	113,031.06	4,347.35
11	88,027.11	3,385.66	94,460.82	3,633.11	97,703.42	3,757.82	109,625.66	4,216.37	117,428.17	4,516.47
12	91,238.15	3,509.16								
13	94,460.82	3,633.11								

Effective 2025-2026

Step	A0	Bi-Wkly	A1	Bi-Wkly	A2	Bi-Wkly	A3	Bi-Wkly	A4	Bi-Wkly
0	54,016.46	2,077.56	59,952.06	2,305.85	62,276.27	2,395.24	67,397.97	2,592.23	70,772.74	2,722.03
1	57,307.77	2,204.14	63,302.99	2,434.73	65,719.13	2,527.66	71,486.18	2,749.47	75,283.18	2,895.51
2	60,600.81	2,330.80	66,655.59	2,563.68	69,160.27	2,660.01	75,570.93	2,906.57	79,790.23	3,068.86
3	63,893.82	2,457.45	70,006.50	2,692.56	72,601.45	2,792.36	79,659.12	3,063.81	84,297.27	3,242.20
4	67,183.45	2,583.98	73,355.72	2,821.37	76,044.29	2,924.78	83,745.60	3,220.98	88,806.02	3,415.62
5	70,476.46	2,710.63	76,708.35	2,950.32	79,485.45	3,057.13	87,832.08	3,378.16	93,316.47	3,589.09
6	73,769.49	2,837.29	80,059.26	3,079.20	82,926.60	3,189.48	91,918.56	3,535.33	97,823.52	3,762.44
7	77,060.81	2,963.88	83,411.86	3,208.15	86,367.76	3,321.84	96,005.04	3,692.50	102,330.58	3,935.79
8	80,352.13	3,090.47	86,764.48	3,337.10	89,810.61	3,454.25	100,089.81	3,849.61	106,839.32	4,109.20
9	83,643.44	3,217.06	90,113.70	3,465.91	93,251.78	3,586.61	104,178.01	4,006.85	111,346.37	4,282.55
10	86,936.46	3,343.71	93,466.30	3,594.86	96,692.92	3,718.96	108,262.77	4,163.95	115,856.83	4,456.03
11	90,227.78	3,470.30	96,822.34	3,723.94	100,146.01	3,851.77	112,366.30	4,321.78	120,363.87	4,629.38
12	93,519.10	3,596.89								
13	96,822.34	3,723.94								

- 9.05 Teacher shall be paid in Category A1 until such time as they provide proof of different category and/or membership in good standing with the Ontario College of Teachers.
- 9.06 Teachers with less than a full-time assignment shall be paid pro rata based on their assignment.
- 9.07 Where a teacher is employed to work only part of the school year, the teacher's salary shall be prorated on the basis of the number of days the teacher works relative to the total numbers of days in the school year.
- 9.08 **Credit for Teaching Experience**
- (a) The onus is on the teacher to provide documentation of teaching experience. Submitted documentation shall be on previous Board official letterhead, signed by the appropriate department and must indicate if experience was permanent, long-term occasional or daily occasional.
 - (b) All previous elementary or secondary school teaching experience obtained while qualified under Ontario standards or equivalent to Ontario standards as determined by the College of Teachers and approved by the Board will be recognized for placement on grid. Only experience obtained while in a probationary or permanent teaching position or experience as a long-term occasional teacher will be included. The calculation of teaching experience is based on paid time only with the exception of the statutory unpaid pregnancy leave period.
 - (c) If previous teaching experience entitles a teacher to a salary increase, the increase shall be paid retroactively to the date of commencement of employment, providing proof of previous teaching experience is received by Human Resources within three (3) months of hiring.
 - (d) Except for error or omission, teaching experience recognized by the Board for salary purposes on January 1, 1998, will continue to be honoured.

(e) Teaching experience for salary purposes will be calculated as follows:

- i) The calculation of years of teaching experience will be made annually as of September 1 and will be determined by dividing by ten (10) the total number of complete months of teaching; e.g., periods of twenty (20) or more consecutive days of teaching.
- ii) If a period of teaching experience includes a partial month of ten (10) or more days, this experience will be recognized as a complete month e.g. four (4) months and twelve (12) teaching days will equal five (5) months; four (4) months and nine (9) teaching days will equal four (4) months.
- iii) A part-time teacher who is employed for a full year to teach only a portion of each day will be credited with the percentage of time worked times ten (10) months; (e.g. a teacher working 50% of the time will be credited with five (5) months; a teacher working 80% of the time will be credited with eight (8) months).
- iv) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

9.09 Category Classification

Each teacher's category classification on the salary grid shall be determined by the application of the QECO program 5. Until the statement is received, a teacher shall be paid on the salary grid at Category A1.

9.10 No Adverse Effect

No teacher who was in the employ of the Board on the day prior to the effective date hereof shall be adversely affected with respect to either grid placement or movement on the grid by reason of the application of Article 9.08 and 9.09.

9.11 Upon receipt of all required documents that would necessitate a salary adjustment (ex. Category change, Master Degree), the Board will retroactively adjust the teachers salary effective the first day of the month after the completion date of the course as indicated by the Ontario College of Teachers.

Retroactive pay will be limited to a maximum of 4 months from the date indicated by the Ontario College of Teachers. In order to receive retroactive pay, documentation must be submitted to the Board prior to August 31st of the current school year.

Any courses completed over the summer months will be considered for salary adjustments in the upcoming school retroactive to the first day of the school year up to a maximum of 4 months from the date indicated by the Ontario College of Teachers.

Retroactive pay only applies to the current school year.

9.12 **Teacher In Charge**

- a) When there is neither a principal nor a vice-principal in the school on an instructional day for a half-day or more, a teacher shall be asked to assume Teacher-in-Charge responsibilities. This will apply where a Principal is assigned half-time or more.
- b) The Teacher-in-Charge shall be paid a per diem rate in addition to the employee's regular salary as follows:

September 1, 2019	\$48.79 per day
September 1, 2020	\$49.64 per day
September 1, 2021	\$51.51 per day
September 1, 2022	\$51.51 per day
September 1, 2023	\$51.51 per day
September 1, 2024	\$51.51 per day
September 1, 2025	\$51.51 per day

Payment will be made in full or half days. The Teacher-in-Charge will receive this extra payment on the last pay date in December and the last pay date in June.

On an annual basis, the Teacher-in-Charge per diem rate shall be adjusted to reflect the negotiated salary increase.

- c) The Teacher will continue to be subject to all terms and conditions of this Collective Agreement, and shall not discipline nor evaluate other members of the Bargaining Unit.
- d) Nothing in this Article prevents the teacher from declining the opportunity to assume the Teacher-in-Charge duties.
- e) An Occasional Teacher employee shall be hired to replace a member of the Bargaining Unit who is acting to replace an absent Principal/Vice- Principal where deemed necessary by the School Principal.

9.13 A teacher assigned to the position of District SERT shall be paid an annual allowance as follows:

September 1, 2019	\$7,862.47 per year
September 1, 2020	\$8,000.07 per year
September 1, 2021	\$8,300.07 per year
September 1, 2022	\$8,300.07 per year
September 1, 2023	\$8,300.07 per year
September 1, 2024	\$8,300.07 per year
September 1, 2025	\$8,300.07 per year

9.14 **Degree Allowance**

Allowances for a Master's Degree (or better) from an Ontario University, or Equivalent University shall be paid annually as follows:

September 1, 2019	\$871.84 per year
September 1, 2020	\$887.10 per year
September 1, 2021	\$920.36 per year
September 1, 2022	\$920.36 per year
September 1, 2023	\$920.36 per year
September 1, 2024	\$920.36 per year
September 1, 2025	\$920.36 per year

Prior to payment above, a statement from QECO must be submitted to the Board indicating that the Master's Degree (or better) was not utilized in achieving the category for which the teacher is being paid.

9.15 **Payroll Deduction**

The Local may request and the Board shall, with the authorization of the teacher, make the appropriate payroll deductions from a teacher's pay for the following purposes:

- Group RRSP contributions
- United Way contributions

9.16 At the request of the Local, by August 31, the Board shall make a one-time payroll deduction or deduct an equal amount each pay date from teachers starting in October for the following purposes:

- Local union levy
- Other purposes as requested by the Local

9.17 **Method of Payment**

The Board shall pay to all members of the bargaining unit the 2022-2026 increase on salary grids. Such payments shall also be made to former bargaining unit members who were employed at any time during the currency of this collective agreement based upon their time employed.

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

ARTICLE 10 - EXPENSES

10.01 Expense Allowances

A teacher shall be reimbursed each month for authorized out-of-pocket expenses upon presentation of appropriate receipts and documents.

10.02 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.

10.03 Travel Expenses

(a) A teacher who is required to travel between schools or other places of employment shall be paid for such travel by the Board as per Board policy.

(b) In respect of other travel authorized by the Board, a teacher shall receive kilometrage from the Board as per Board policy.

10.04 Elementary Additional Qualification Allowance

The Board shall provide \$450.00 upon successful completion of an additional qualification (University Credit for QECO purposes / AQ / ABQ / Masters) course. This allowance applies once per completed course, and once per school year (September to August). Upon successful completion of the course, a request for payment will be submitted to Human Resources for processing.

ARTICLE 11 - WORKING CONDITIONS

11.01 Supervision Time

a) Supervision time shall be defined as the time teachers are assigned to supervise students outside of the three hundred minute instructional day. The instructional day shall be 300 minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch, nutrition breaks and recess break(s).

b) Supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and any other scheduled supervisory duties 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, nutrition or recess breaks;

iii) after school following the dismissal of students and beyond the 300 minute instructional day.

- c) Effective on the date of ratification, the maxima of supervision minutes for elementary teachers will be 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to yard duty, hall duty bus duty and lunchroom duty.
- d) Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.
- e) Supervision shall be assigned by the principal on an equitable basis.

11.02 **School Year**

The school year shall be determined in accordance with the Act and Regulations. The school year shall not exceed 194 school days which includes professional activity days. No teacher shall be required to work before start of the school year for pupils for the duration of the Collective Agreement.

11.03 **Scheduled Working Day**

- a) The scheduled working day for all teachers shall begin at 8:30 a.m. and shall not extend past seven and a half (7.5) hours from the time when the teacher is required to report to the school/work site.
- b) The above clause does not preclude teachers from taking part in extra-curricular activities beyond regular hours or attending regularly scheduled staff meetings as requested by the Principal.

11.04 **Extra-Curricular Activities**

It is understood that extra-curricular activities are voluntary.

11.05 **Instructional Time**

As of August 31, 2012, the Board shall ensure that each full-time teacher is assigned no more than one thousand, two-hundred and sixty (1,260) minutes per cycle five (5) instructional days during the school year subject to the provisions of Article 11.06. Instructional time shall not include supervision, recess, lunch period, and nutrition breaks.

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

11.06 **Preparation Time**

- a) Effective August 31, 2012, every full time teacher shall be assigned at least two hundred and forty (240) minutes of preparation time per cycle free from classroom instruction and supervisory duties exclusive of student recesses and a scheduled daily lunch period within each cycle of 5 instructional days. An instructional day is as defined in Article 11.01 (a). Such preparation time shall be during the student's instructional day exclusive of student recesses and a scheduled lunch period.

- b) A part time teacher shall receive preparation time on a pro-rata basis in exact proportion that the teacher's part-time assignment bears to a full-time assignment.
- c) Professional Activity days shall not be considered instructional days for the purpose of scheduling preparation time.
- d) Missed preparation time shall be rescheduled where a teacher is required by the principal to provide instruction during their scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three (3) months after the loss of the preparation time and in any event within the same school year.
- e) Every effort shall be made to provide preparation time in blocks as large as possible; however, preparation time shall be scheduled in intervals of not less than twenty (20) minutes.
- f) Advance notice will be provided to the teacher when preparation time is scheduled to be repaid.

11.07 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.

11.08 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.

When travelling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the forty (40) minute lunch period.

11.09 Workload

- a) Assignments in each school shall be allocated equitably.
- b) When a teacher determines an assignment is unreasonable the situation will be referred to the principal for review and adjustment. If the teacher is not satisfied with the results of this review and possible adjustment, the teacher may report the situation to the Regional Superintendent of Schools, with a copy to the School Principal and to the President of the Local for further consideration.
- c) The Superintendent of Schools and the President of the Local or designate shall meet to review each situation which is reported to them.

11.10 Teacher Absence

The Board shall provide an occasional teacher when a teacher is absent. Where no teacher is available, a board may appoint a person who is not a teacher or temporary teacher in accordance with Regulation 298, Section 21. It is recognized that there may be exceptional circumstances as determined by the Board, when program needs may be unaffected and an occasional teacher may not be provided by the Board.

11.11 Staff Meetings

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

11.12 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.

11.13 Release Time for Assessment, Evaluation and Report Cards

Two Professional Activity Days will be designated for the purpose of assessment, evaluation and completion of report cards: one prior to the first reporting period and one prior to the second reporting period. These days shall be scheduled at least one week prior to the reports being submitted to the office.

ARTICLE 12 - STAFFING

12.01 Staffing Committee

- a) A Staffing Committee shall be formed consisting of up to three (3) Superintendents from the Board and up to three (3) representatives as designated by the Union. The Committee shall meet two (2) times per year or as mutually agreed to discuss the following:
 - 1) Class Size as at October 31.
 - 2) Board Staffing Plan and Surplus/Redundancy issues for the following school year by June 7.
 - 3) Additional meetings upon request by either party.

- b) The Staffing Committee shall develop a policy to govern the working conditions for teachers with Board or Region-wide assignments. This policy will be reviewed annually.

12.02 Information shall be shared about staffing allocation procedures, and consideration given to any operational concerns with the interpretation or application of the surplus, transfer or redundancy provisions. The Committee shall review the communications procedures expected at the school level with the School Principal and staff to ensure an equitable assignment of supervision time, instructional time, and travel time as required.

General Terms of Reference

- 1) To consult with the Union.
- 2) To receive recommendations from the Union regarding Board staffing plans and matters related to the Board staffing plan.

12.03 The total number of teachers hired by the Board shall be sufficient to meet the class size and work load provisions of the Collective Agreement.

12.04 Special Education teachers shall be assigned according to Ministry of Education and Training guidelines.

12.05 Class Size

(a)

- (i) The actual class size average for the Board shall not exceed twenty four point five (24.5) students per class as calculated by the Ministry of Education and Training.
- (ii) The guideline for the initial September school organization shall be made according to the following limits and shall be verified on October 31 each year.

JK – SK	24
1 – 3	29
4 – 6	31
7 – 8	34

- (b) Enrolment as at October 31 for split grades shall be made according to the following limits:

JK – SK	23
1 – 3	28
4 – 6	30
7 – 8	33

- (c) To accommodate for an influx of students, the limits as outlined in (a) (ii) and (b) may be exceeded by two students in up to twelve (12) classes.

ARTICLE 13 - GRIEVANCE / ARBITRATION PROCEDURES

13.01 Definition of Grievance

Grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

13.02 A teacher shall have the right to be represented by the bargaining agent during any stage of the grievance/arbitration procedure.

13.03 Complaint Stage

The Union may, within twenty (20) days of becoming reasonably aware of an occurrence giving rise to a complaint, initiate a written complaint, citing the relevant Collective Agreement article, with the principal or immediate supervisor who shall answer the complaint in writing five (5) days after receipt of the complaint.

13.04 Grievance Procedure – Individual

In the case of a grievance by the Union on behalf of one of its teachers, the following steps shall be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

Step 1

If the reply of the Principal or immediate supervisor at the complaint Stage is not acceptable to the Union, the Union shall initiate a written grievance within twenty (20) days to the Human Resources Superintendent or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

13.05

(a) A copy of the written grievance shall be sent to the Director of Education or designate.

(b) The written grievance shall contain:

- a description of how the alleged dispute is in violation of the agreement; and
- the clauses in the agreement alleged to be violated; and
- the relief sought; and
- the signature of the duly authorized official of the Union.

13.06 Step 2

If the reply of the Human Resources Superintendent or designate is unacceptable to the Union, it shall, within ten (10) days of the receipt of the reply, so notify the Director of Education or designate. Within five (5) school days of receipt of the grievance, a meeting will be held with the Director of Education or designate. The Director of Education shall, after consultation with the Board, answer the grievance in writing within five (5) days after the next meeting of the Board.

13.07 **Step 3**

If the reply of the Director of Education or designate is unacceptable to the Union, it shall then apply for arbitration within ten (10) days of the receipt of the reply.

13.08 Where a teacher has received a termination notice, the Union, on behalf of the teacher, may file a grievance at Step 3 within ten (10) school days of written notice of termination.

13.09 **Policy Grievance**

The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

13.10 **Grievance Mediation**

(a) At any stage in the grievance procedure, the parties, by mutual consent in writing, may elect to resolve the grievance by requesting the appointment of a Settlement Officer, in accordance with Section 48.5 of the Ontario Labour Relations Act, 1995.

(b) The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to request a Settlement Officer.

(c) Upon written notification of either Party to the other Party indicating that the Party no longer agrees to the use of a Settlement Officer, the timelines in the grievance procedure shall continue from the point at which they were frozen.

13.11 **Arbitration**

In the event of a Union or Board request for expedited arbitration to the Ontario Labour Relations Board, the arbitration meeting shall occur according to the procedures defined in the Ontario Labour Relations Act.

13.12 **Powers of the Board of Arbitration**

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an arbitrator or arbitration board under the Labour Relations Act and, in addition, has the power:

(a) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time where, in its discretion, considers it proper to do so;

(b) to grant such interim order, including interim relief, as the arbitrator or arbitration board considers proper, including interim reinstatement; and

(c) to enforce a written settlement of a grievance.

- 13.13 There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this Agreement.
- 13.14 Should the investigation or processing up to the hearing of a grievance require that the grievor(s) or Union representative(s) or witnesses be released from the teacher's regular duties, the teacher shall be released without reduction in salary, allowances, benefits, increment, experience, or cumulative sick leave credits. Hearings shall be scheduled at a convenient time for all Parties.
- 13.15 The Union shall pay for the cost of any occasional replacement(s) if necessary.
- 13.16 Each Party shall bear the fee and/or expense of its appointee to the Arbitration Board and any fees and/or expenses of the chairperson shall be borne equally by the Parties.
- 13.17 Each Party shall bear its own expenses respecting appearances at hearings of the Arbitration Board. The Union shall pay for the cost of any occasional replacement(s) if necessary.
- 13.18 Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.
- 13.19 Time restrictions may be extended, if mutually agreed, in writing. Failure of one party to comply with the time limits or any agreed upon extension shall result in the grievance proceeding to the next step.
- 13.20 The time limits stipulated in 13.04 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such grievance may be initiated at any time up until and including August 31 during the current school year.
- 13.21 No person may be appointed as an Arbitrator or member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 13.22 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

ARTICLE 14 - MEDICAL PROCEDURES

14.01 Not Responsible for Diagnosis or Medication

The Board shall not request any teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the teacher to risk, injury or liability for negligence.

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

- 15.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

ARTICLE 16 - HARASSMENT

- 16.01 The Board, recognizes its obligation to ensure that every teacher is free from harassment in the working environment. Harassment complaints will be addressed in accordance with Board Harassment Policy 1.2.2 of the District School Board Ontario North East Policy Manual. Amendment to this policy will be in consultation with the Local.

ARTICLE 17 - BENEFITS

Benefits are covered in the Central Agreement Terms, ARTICLE C5.00.

- 17.01 The full amount of the Employment Insurance rebate shall be transferred by the Board to the Local by March 15 of each year. An accounting of the determination of the Employment Insurance rebate shall be forwarded by the Board to the Local by March 15 of each year.
- 17.02 **Long Term Disability Insurance**
- (a) 100% of the long term disability insurance premium shall be paid by the teacher. Membership in the plan shall be a condition of employment.
 - (b) The Board will assume the cost of administering a Long Term Disability Plan. The Board is not the policy holder of the Long Term Disability contract nor will the Board be liable should a claim for long term disability be denied.
 - (c) The Board agrees to deduct and forward premiums to the carrier and to perform administrative functions as required. The Board is not responsible for collecting premiums for employees on leave.
- 17.03 **Workplace Safety Insurance**
- A teacher who is eligible for and receives approval of a claim by the Workplace Safety and Insurance Board (WSIB) of Ontario and who has approval for Loss of Income shall be reported as "Injury" on the date of the injury and on "WSIB" for the balance of the Loss period and shall receive 100% of their pay without deduction from sick leave.
- If the teacher is receiving payment from WSIB directly, the teacher shall remit the payment received from WSIB to the Board and shall receive the teacher's total salary.

The WSIB top-up amount will be paid up to a maximum of four (4) years and six (6) months. Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of 4 years and 6 months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

17.04 Suitable Alternative Employment

The Board and the Local shall agree on policies and procedures for providing teachers who have been injured or disabled, including teachers who have been in receipt of Workplace Safety and Insurance benefits, with suitable alternative employment where they are unable to carry out the normal duties of their previous assignment.

ARTICLE 18 - SICK LEAVE

Sick leave provisions are covered under the Central Agreement, ARTICLE C6.00, and Letter of Agreement #1.

- 18.01 When a teacher is absent from duty for reasons of illness for a period of three (3) consecutive days or more, the teacher may be required to submit a certificate from a qualified medical practitioner certifying the inability of the teacher to attend to their duties.

Notwithstanding the above, the Board may, in its sole discretion require any teacher to submit a certificate for a period of absence less than three (3) days.

- 18.02 Teacher returning from long term illness shall be encouraged to return at the beginning of a term or school year. Teachers returning to work from LTD or any extended period of sick leave must submit a certificate from a qualified medical practitioner certifying the teacher's ability to return to teaching duties. Teachers returning from long term illness shall return to their original schools.
- 18.03 The 11-day sick leave accrual plan will be provided bi-weekly on their statement of earnings.

ARTICLE 19 - LEAVES OF ABSENCE WITHOUT PAY

- 19.01 A teacher may be granted a leave of absence without pay.
- 19.02 A request for a leave of absence shall not be unreasonably denied.
- 19.03 Changes in the terms of a leave of absence under this Article may be made only by mutual consent of the teacher and the Board, must be in writing, and must conform with the requirements of this collective agreement. The principal concerned shall be provided with a copy thereof.

19.04 Leave for Public Office

The Board shall grant a leave of absence without pay to a teacher for the purpose of campaigning for or serving as a member of the Legislative Assembly of Ontario, the House of Commons, or the local council of a municipality, provided the leave does not disrupt school program. The teacher shall continue to accumulate seniority for the period of the leave.

19.05 Return from Leave

Any teacher who goes on a Leave of Absence for two (2) years or less shall remain on the school staff organization of the teacher's previous school, subject to the spring staffing process, including surplus and redundancy.

Any teacher who goes on a leave which is extended beyond two (2) years shall not remain on the school staff of their previous school, but shall return to the system through the voluntary transfer process.

ARTICLE 20 - SHORT-TERM PAID LEAVES OF ABSENCE

20.01 A teacher shall be granted a leave of absence with pay and no loss of sick leave credits in respect of absence occasioned by one or another of the circumstances provided hereunder and, when applicable, for the time limit set forth. During the leave a teacher shall continue to accumulate credit for seniority and teaching experience and any other relevant entitlements under this collective agreement.

20.02 Attendance at Court or Tribunal

A teacher shall be granted a leave of absence from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses that the teacher receives as a juror or witness.

20.03 Quarantine

A teacher shall be granted a leave of absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending to the teacher's duties.

20.04 Bereavement

Leave of absence for up to five (5) days, for a death in the family or for a person who stands in the place of a family member.

Additional leave for up to two (2) days may be granted by the Director of Education or designate if required.

20.05 Compassionate Leave

All teachers may be granted up to five (5) days per annum to attend in case of illness of a family member or a person who stands in the place of a family member. The Superintendent of Human Resources shall be responsible for the approval of compassionate leave.

20.06 Personal Leave

Leaves of absence for up to two (2) days shall be granted per school year for the purpose of attending to an important personal matter. The scheduling of the personal leave day shall be approved by the Principal. Requests will not be unreasonably denied.

20.07 Inclement Weather

When weather conditions make it impossible for a teacher to reach the teacher's workplace, as per Board policy 2.1.5 - *Inclement Weather and Board Inclement Weather Procedures*, there will be no pay deductions or loss of other entitlements under this collective agreement.

20.08 Parenting Leave

Two days (2) per year shall be granted with pay for attending the birth of a child or the adoption of a child for whom the teacher has a parenting responsibility.

ARTICLE 21 - PREGNANCY / PARENTAL LEAVE

Provisions for both Pregnancy Leave and SEB Plans are covered under the Central Agreement, ARTICLE C10.2 in Part A of this collective agreement.

21.01 The Board shall adhere to all clauses of the Employment Standards Act in the granting of pregnancy and parental leave. The Board shall grant to a teacher, irrespective of the teacher's length of employment, a pregnancy leave of at least seventeen (17) weeks and a parental leave of at least thirty-five (35) weeks or such shorter leave as the teacher requests. Additional unpaid leave shall be granted in accordance with Article 19.01.

21.02 SEB PLAN

Refer to ARTICLE C10.2 in Part A of this collective agreement.

21.03 Benefits

The Board shall continue to pay its share of the premiums for insured benefit plans under Article 17 for teachers during pregnancy and parental leaves. Seniority, teaching experience and sick leave credits and any other relevant collective agreement entitlements shall continue to accumulate during such leave.

21.04 Pregnancy Related Illness

A teacher who suffers a pregnancy-related illness or disability shall be entitled to use paid sick leave during the period of illness or disability, and will not be required to use pregnancy or parental leave or SEB benefits unless she so elects.

21.05 Hospitalization of Newborn

A teacher who has recovered from delivery but whose child is hospitalized may interrupt her pregnancy leave by returning to work without the loss of her right to resume the leave.

21.06 Early Return

A teacher may terminate a pregnancy or parental leave and return to work upon providing the Board with one (1) week's written notice.

21.07 Return to Position

A teacher returning from a pregnancy leave or parental leave shall have the right to be assigned to the same school from which the leave originated subject to the spring staffing process, including surplus and redundancy.

21.08 Adoption Leave

All entitlements under Parental Leave shall apply to adoption leave. Such leave refers to the coming of a child into custody, care and control of the parent for the first time. A teacher whose child comes into their custody, care and control sooner than expected, may commence leave immediately. The teacher shall provide written notice of the leave within two (2) weeks after the teacher has begun the leave.

ARTICLE 22 - CHILD CARE LEAVE

22.01 Upon request a teacher shall be given an unpaid child care leave for up to two (2) years.

22.02 A teacher shall continue to accrue seniority during a child care leave up to a maximum of two (2) years.

ARTICLE 23 - FAMILY MEDICAL LEAVE

23.01 The Board, upon notification from the Teacher, shall grant an unpaid Family Medical Leave under the Employment Standards Act, 2000 for up to eight (8) weeks in duration. The Teacher shall provide written notification as soon as possible. The Teacher shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the Employment Standards Act, 2000) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.

A Teacher on Family Medical Leave shall continue to accrue credit for seniority and grid experience. The Teacher will continue to make contributions to the pension plan for the period of the leave, unless the Teacher elects, in writing, not to make contributions.

The Board shall continue to pay its portion of the costs of the Teacher's benefit coverage according to this Collective Agreement.

The Board shall provide employees with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits.

The duration of the Family Medical Leave is as defined in the Employment Standards Amendment Act (Family Medical Leave), 2000.

A Teacher returning from Family Medical leave to active employment shall be reinstated to the position which the Teacher held prior to the leave. Notwithstanding this provision, the Teacher's return to active employment is subject to Article 6 – Transfers, Surplus, Redundancy, Recall Options.

ARTICLE 24 - SABBATICAL LEAVE

- 24.01 At the discretion of the Board, a Sabbatical Leave may be granted for a period of one (1) school year, or such shorter period as the teacher requests, to a teacher who has been employed by the Board for at least three (3) school years, the last two (2) of which were consecutive and immediately preceding the leave.
- 24.02 Except in the event of unforeseen and exceptional circumstances, the request for sabbatical leave shall be made in writing to the Board no later than February 1 prior to the school year in which the leave is to commence and such a request shall include details of the activities of the proposed leave.
- 24.03 The purpose of a sabbatical leave shall be travel, study, research, involvement in a project approved by the Board, or a combination of the foregoing.
- 24.04 The Board shall notify the applicant of its decision no later than March 1 and, if the sabbatical leave is refused, shall state the reasons upon which the Board's decision was based.
- 24.05 During a sabbatical leave, a teacher shall receive 75% of the salary plus allowances the teacher otherwise would have received in the school year in which the leave is taken.
- 24.06 All provisions of this collective agreement shall apply during a sabbatical leave. Without limiting the generality of the foregoing, teaching experience and seniority shall continue to accumulate.
- 24.07 Any teacher returning from a sabbatical leave has the right to be reassigned to the same position held prior to the leave or an equivalent position in the same school subject to the lay-off procedures in Article 6.

- 24.08 A teacher shall agree in writing to remain employed by the Board for a period equal to the period of the leave following the termination of the leave provided there is work available the teacher is qualified to perform.
- 24.09 Upon completion of a sabbatical leave a teacher shall submit to the Board a written report respecting the activities of the leave.

ARTICLE 25 - DEFERRED SALARY LEAVE PLAN

- 25.01 The DSLP shall afford a teacher the opportunity to take a one (1) year or a half (0.5) year leave of absence financed through the deferral of salary. It is understood that any such leaves commence or finish on one of the following days: the first day of the school year or the first day of the second reporting period. Teachers participating in the DSLP will be responsible to complete the first term report card prior to the commencement of the leave.
- 25.02 Any teacher with at least two (2) years of service is eligible to participate in the DSLP.
- 25.03 A teacher shall make written application to the Board on or before March 1 of the school year prior to that in which the deferral leave plan is to commence, requesting approval for participation in the DSLP, and specifying salary deferral desired.
- 25.04 Written acceptance, denial, or suggested modifications of the request, with explanation, shall be forwarded to the teacher on or before May 15 of the school year in which the request is made.
- 25.05 The DSLP shall be from two (2) to seven (7) years' length including the year of leave. The leave shall be taken in the last year of the plan.
- 25.06 Payment Formula and Retention of Deferred Salary:
- a) In each year of the DSLP preceding the year of leave, a teacher shall be paid a reduced percentage of salary.
 - b) The remaining percentage of annual salary (maximum 33 1/3 of salary) shall be placed in an individual trust account in an investment plan mutually agreeable to the teacher and the Board, in accordance with the Trustee Act.
 - c) The interest earned annually shall be kept separate from the deferred salary and reported in the year earned in accordance with the requirements of Revenue Canada. The teacher shall receive twice-yearly statements showing the total deferred salary plus accumulated interest.
 - d) The deferred salary shall be paid to the teacher in the year of leave, in the same manner as teacher's salary would be or in a manner mutually agreeable to the teacher and the Board. Interest accrued prior to the leave shall be paid in a lump sum.

- e) Interest accrued during the year of leave shall be paid to the teacher in the year it is earned. Monies will be invested in the highest yielding account in accordance with the Trustee Act.
- 25.07 During the period prior to the leave, the teacher shall be entitled to the same benefits, allowances, vacation, sick leave, teaching experience credit and seniority as when not enrolled in the plan.
- 25.08 During the period of the leave, seniority and teaching experience credit will continue to accrue. Long term disability coverage shall be based on the salary the teacher would have received had there not been a leave. Allowances shall not be paid and sick leave shall not be credited to the teacher's account during the year of leave. Teachers may participate, to the extent allowed by the plan, in all benefit plans including LTD upon payment of premiums by the teacher.
- 25.09 On return from leave, the teacher shall return to the same or a comparable position held prior to the leave.
- 25.10 **Withdrawal**
A teacher may withdraw from the DSLP anytime up to March 1 of the school year prior to that in which the leave is to be taken.

Upon withdrawal from the DSLP, the teacher shall be paid the total amount of salary deferred plus interest accrued at the date of withdrawal in a lump sum within thirty (30) days of withdrawal or in a manner mutually satisfactory to the teacher and the Board.
- 25.11 Should a member die while participating in the DSLP, the total salary deferred plus interest accrued at the time of death shall be paid to a designated beneficiary or the estate.
- 25.12 The Deferred Salary Leave Plan shall be subject to the Regulations under the Income Tax Act.

ARTICLE 26 - UNION RELEASE TIME / LEAVE

- 26.01 At the request of the Local, the Board shall grant release time to up to three (3) teachers named by the Union. Reimbursement for one (1) release time teacher shall be paid by the Local at the salary rate of a Category A2, year 0, teacher plus benefit costs. Reimbursement for additional release time will be at actual salary plus benefit costs. Further daily release time for additional purposes as required by the Local will be reimbursed by the Local at the occasional teacher rate to a maximum limit of 90 days per school year. Requests for additional Federation leave days in excess of 90 days shall be considered by the Board.
- 26.02 The persons named shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave and teaching experience, as if working at their normal assignment.

- 26.03 The Board shall grant a leave of absence to a teacher who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the cost of the teacher's total salary and other benefits. The teacher shall continue to accumulate seniority and teaching experience during the period of leave. It is understood WSIB coverage will be provided by ETFO.
- 26.04 A teacher returning from a Local leave has the right to be reassigned to the same position held prior to going on leave, subject to the spring staffing process, including surplus and redundancy.

ARTICLE 27 - RETIREMENT GRATUITY

For teachers hired prior to January 1, 1996, the Retirement Gratuity plan in existence on that date in the predecessor Boards shall remain in effect (see Appendix A). The Board shall make payment of the retirement gratuity as soon as possible after the Board has received the completed forms to process the retirement gratuity from the Teacher.

ARTICLE 28 - MOVEMENT BETWEEN PANELS

- 28.01 No secondary teacher shall be given a position in the elementary schools under this Board if there is an elementary teacher currently employed by this Board who is qualified and who is willing to accept this position. Nothing in the preceding shall prevent a teacher, after consultation with the Principals, and the approval of the Director and Board, from accepting a position in another panel with District School Board Ontario North East. Such a teacher shall continue to accumulate seniority in the elementary panel for up to a maximum of two (2) years. After two (2) years, the teacher forfeits the right to return to the bargaining unit. A teacher who decides to return to the elementary panel within the two years must do so at the beginning of a school year.

ARTICLE 29 - PART-TIME ASSIGNMENTS

29.01 Definition of Teacher on Part-Time Assignment

A teacher on part-time assignment is a teacher employed on a regular basis for other than full-time duty.

29.02 Part-Time to Full-Time

A teacher with a part-time assignment who, prior to March 31, requests a full-time assignment commencing the following school year, will be treated as a full-time teacher for purposes of staffing, and be given a full-time assignment, subject to the surplus and lay-off procedures in Article 6.

29.03 Part-Time Leave

- a) A teacher with a full-time assignment who, prior to March 31, requests a part-time leave commencing the following school year shall have the request granted, providing the Board can find a suitable replacement.
- b) A teacher who requests and is granted a part-time leave for a specified period will return to a full-time assignment at the end of the leave period.
- c) A teacher may apply prior to March 31 for an extension of the teacher's part-time leave and such extension shall be granted, providing the Board can find a suitable replacement.
- d) On return to a full-time assignment, the teacher has the right to continue to be a member of the staff of the school in which the teacher had a part-time assignment, subject to the lay-off procedures in Article 6.

29.04 Salary and Allowances

A teacher on part-time assignment shall be paid according to the salary schedule and allowances in this collective agreement, pro-rated.

29.05 Scheduling of Assignments

In assigning duties to a teacher on part-time assignment, the Board shall schedule assignments consecutively during the part of the working day during which the teacher has agreed to teach. The Board may schedule assignments non-consecutively only with the consent of the teacher. A teacher on part-time assignment shall be assigned supervisory duties pro-rated within the scheduled working day.

ARTICLE 30 - CHANGES IN ORGANIZATION AND METHODS

30.01 Advance Notice of Planned Changes

Prior to the introduction or implementation of any planned changes in organization including the reorganization of schools and classrooms, changes in methods of school operation, or changes in teaching methods affecting the teacher, the Board shall, by written notice, advise the Local of the planned change or changes as soon as possible. Such prior notice shall contain full and relevant information respecting:

- a) The nature and the degree of the change or changes.
- b) The date or dates on which the Board plans to effect the change or changes.
- c) The location or locations involved.

30.02 Change in Teaching Assignment during the School Year

For a teacher who remains in the same school but whose teaching assignment is changed within a school year, with respect to a class reassignment, the Board will endeavour to give ample written notice of such change.

The teacher shall be given one (1) day of additional paid preparation time prior to the commencement of the new assignment.

ARTICLE 31 - STRIKES AND LOCKOUTS

31.01 The Board agrees that there shall be no lockout of teachers and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

31.02 Strike by Other Board Employees

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

ARTICLE 32 - UNION REPRESENTATIVES

32.01 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 Local (Workplace Steward).

32.02 Union Access

The Board shall provide the Local with access to the Board's internal mail (including fax and electronic mail) services in order to conduct Union business. If extra costs are incurred, the Local shall reimburse the Board.

32.03 The Board shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.

32.04 The Board shall provide teachers in every school or workplace with a suitable meeting room on request, free of charge, provided this does not interrupt the instructional program and does not increase plant costs, and shall provide meeting space, where available, to the general membership of the Local, free of charge, on request.

32.05 The Local shall have access to its members for Local business at all schools and workplaces provided that this does not unreasonably interrupt the instructional program. Local officials are expected to report to the main office.

ARTICLE 33 - PROFESSIONAL LEARNING PARTNERSHIP

- 33.01 The Board and Local shall meet, at least once a year, at the request of either party, to develop and maintain a professional learning partnership in order to facilitate professional development opportunities for teachers.

ARTICLE 34 - TERMS OF AGREEMENT

Duration and Renewal

- 34.01 The Collective Agreement becomes effective upon ratification by both parties and shall remain in effect from September 1, 2022 to August 31, 2026 in accordance to section 3.2 from the Central Agreement.
- 34.02 Any amendment to or variation in procedures specifically set out in the terms of this Collective Agreement shall be in writing and by mutual consent of the Board and the Union.
- 34.03 Notwithstanding the period of notice stipulated in Section 59 of the *Labour Relations Act*, notice to bargain will be made in accordance to section 3.6 from the Central Agreement.

ARTICLE 35 - PRINCIPAL OR VICE-PRINCIPAL

A teacher who is assigned to be a temporary Principal or Vice-Principal shall:

- a) continue to be a member of the Local
- b) not be required to formally discipline or formally evaluate another teacher
- c) continue to accumulate seniority.

A position of temporary Principal or Vice-Principal shall not exceed one-hundred and ninety-three (193) days in duration.

ARTICLE 36 - CRIMINAL BACKGROUND CHECKS

The Board is required by law to collect criminal background checks on its employees in accordance with the regulations of Ontario. The Board shall ensure that all records and information (including Offence Declarations and CIPC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

SIGNATURE PAGE

Dated in _____, Ontario this _____ day of _____ 2024.

SIGNED ON BEHALF OF:

Elementary Teachers'
Federation of Ontario
Local Ontario North East

L Ridley

Y Girard

M. Watson

FA

SS

District School Board Ontario
North East

Ludwig m Dye

Al Mclean

LETTER OF UNDERSTANDING

Between

District School Board Ontario North East

And

Elementary Teachers' Federation of Ontario

RE: Prep Time Allotment

The parties agree to review scheduled preparation time at schools/worksites annually.

Principals will submit school/worksite schedules for preparation time to the Superintendent of Human Resources no later than the end of September to be shared with the ETFO President.

Situations where preparation time is scheduled in blocks of 29 minutes or less will be examined.

The principal, upon request, may be asked to provide the rationale as to the decisions made in arriving at that schedule.

If there are questions or concerns regarding the rationale provided by the principal, a meeting may be convened involving the Board, the Union and the principal for further clarification.

For the Union - ETFO:

L Ridley
Y Girard
M. W. D. G.
AA

For the Board - DSB1:

L. L. M. Dye
Al Mclean

LETTER OF UNDERSTANDING

Between

District School Board Ontario North East

And

Elementary Teachers' Federation of Ontario

RE: Repayment of Missed Preparation Time

The parties agree that should scheduled preparation time be missed, the repayment of the preparation time shall be delivered by the Board within 30 calendar days.

For the Union - ETFO:

L. Ridley

Y. Girard

M. W. D.

A. A.

For the Board - DSB1:

L. M. Dye

Al Mclean

LETTER OF UNDERSTANDING

Between

District School Board Ontario North East

And

Elementary Teachers' Federation of Ontario

RE: Combined Grades

The Board agrees, at the request of the Union, to meet at a mutually agreeable time to discuss the issue of combined grades. This discussion will include:

- the needs and issues particular to combined grade classes.
- the supports and resources available to teachers of combined grades.

For the Union - ETFO:

L Ridley

Y Girard

MWD

BA

For the Board - DSB1:

Ludwig mDye

Al Mclean

13.03 UNUSED SICK LEAVE RETIREMENT ALLOWANCE

This plan recognizes and rewards a teacher for regular attendance of his duties as a teacher employed by the Board. To qualify for this allowance a teacher must:

- 1) have completed a minimum of ten (10) years of continuous service in schools under the jurisdiction of the Board or its predecessor Boards immediately prior to retirement,
- 2) be retiring from the profession and in receipt of a Teacher's Superannuation Pension within twenty-four (24) months of the date of retirement
- 3) The amount of his/her allowance shall be calculated as the product of the teacher's average salary for the best two (2) years of service with the Board and a percentage rate determined by multiplying the number of years of continuous service with the Board by one decimal six, six (1.66).
- 4) Maximum amount of any one allowance shall be the product of the unused sick days to a maximum of two hundred and twenty (220) divided by two hundred and twenty (220) and, the lesser of
 - 1) one-half of the teacher's average salary for the best two (2) years of service with the Board,
 - 2) the gratuity as determined in 3 above. Payment shall be made in one lump sum on retirement or in three (3) annual payments as mutually agreed between the teacher and the Board.

In the event of the death of a teacher, either before or after retirement but before the payment of the full benefits of the Unused Sick Leave Retirement Allowance for which a teacher may be eligible, the whole, or such benefits as remain unpaid, shall be paid to the estate forthwith. For all teachers of the predecessor Tisdale Board who were on staff as of June 1, 1968, full rights and privileges as were existing for purposes of the existing Retirement Gratuity Plan, under the Tisdale Board remain in full force and effect, as follows:

That a retirement gratuity, on retirement from service with the Board when the teacher becomes eligible for superannuation, be paid 50% of the balance at credit in the cumulative sick leave account, based on salary in effect, but not exceed one-half (1/2) year's salary as per Section 158 of the Education Act, 1974.

- 5) This allowance will only be paid to teachers employed prior to September 01, 1983. Any allowance paid to a teacher employed after August 31, 1983 shall not exceed \$10,000.00.

**APPENDIX A COCHRANE, IROQUOIS FALLS, BLACK RIVER MATHESON
BOARD OF EDUCATION**

ARTICLE XVIII RETIREMENT GRATUITY PLAN

18.01 Retirement Gratuity Plan

Upon retirement from the teaching profession, after five (5) or more years' continuous service with the Board, a Teacher shall be entitled to a Retirement Gratuity based on the following:

- a) A retiring Teacher is defined as a Teacher who ceases to be employed by the Board and who will immediately receive Teachers' Pension Plan payments as a determinant qualifier the Teacher has permanently retired, or a Teacher who is retiring after being judged by a qualified medical practitioner at a date of cessation of employment to be physically or mentally incapable of earning a living as a Teacher.
- b) The Board shall pay, subject to the formula, up to \$18,000 or one-half the Teacher's final total annual salary, whichever is the lesser who has a sick leave accumulation of 200 days to surrender and has taught for at least five (5) consecutive years with the Board and is retiring from the teaching profession.
- c) The number of years' service with this Board required for maximum retirement gratuity shall be fifteen (15) years.
- d) If a Teacher who is retiring from the profession and has taught for five (5) continuous years or more with this Board and has less than 200 days accumulated sick leave, the Teacher shall be paid proportionately.
- e) The following formula shall be used to calculate the amount of the gratuity:

$$G = \frac{N}{P} \times \frac{S}{2} \times \frac{Y}{M} \text{ which is less than or equal to } \$18,000$$

Where G = the amount of gratuity

N = the number of days of sick leave credit accumulated (maximum 200 days)

P = 200 days

S = the final total annual salary at the time of retirement Y= the number of years' service with the Board (maximum 15 years)

M = the number of years' service required for maximum Retirement gratuity

Notwithstanding the above, in the calculation of a gratuity for a Teacher with at least ten (10) years of service with the Board at the end of the 1979-80 school year, M shall be equal to the lesser of the number of years' service and 15.

- f) In the event of death of any member of the staff, either before or after retirement but before receiving the benefits herein provided, such benefits shall lapse except in the event of a member of the staff leaving a spouse or legal dependants surviving; in such case, the benefits shall be paid to the spouse or legal dependants.
- g) This Retirement Gratuity Plan shall become operative for any Teacher from the date of employment of the Teacher. (i.e. There shall be no waiting period.)
- h) This plan shall exclude those Teachers from Cochrane who are on the accumulative sick leave cash gratuity plan.

APPENDIX A HEARST BOARD OF EDUCATION

ARTICLE XXIV RETIREMENT GRATUITY

- 24.01 a) The normal retirement age shall be according to the Teachers' Superannuation Act.
- b) This benefit will apply only to those teachers whose employment commenced prior to June 30, 1979 and who, after ten (10) continuous years of service with this Board, ceased to be employed because of:
- (1) death;
 - (2) permanent disability; or
 - (3) retirement directly to superannuation not reduced by age with allowances, commencing on the first day of the month in which she/he ceased to be employed.

Resignation to be married or being dismissed for cause will not entitle an Employee to Retirement Gratuity.

It is understood that a leave of absence approved by the Board would not be considered a break in tenure under the provisions of this section.

- c) If any teaching employee who was hired prior to June 30, 1979 dies either before or after retirement, and at the time of death has had at least ten (10) years continuous experience with this Board, the Retirement Gratuity shall be paid to the estate of the deceased employee as per sections (d) and (e) below.
- d) (i) The maximum amount of the Retirement Gratuity may be equal to
but shall not be more than half of the teaching employee's salary at
the time of retirement.

(ii) The amount of the Retirement Gratuity shall be calculated as follows:

$$G = \frac{N}{200} \times S, \text{ where}$$

G equals amount of gratuity;

N equals the number of days of Sick Leave Credits but not in Excess of 100;

S equals employee's salary at the time of retirement.

- e) The Retirement Gratuity shall be paid on January 31st next following separation from the Board. The recipient may choose the option of receiving two equal payments spread over two years, in which case one payment shall be due on January 31st following separation and the second shall be due one year later. Under such two payment option, the Board shall not be expected to pay any interest.

In the event of the death of a teacher, the amount of the retirement gratuity that would have been paid to the teacher if she/he has retired on the date of her/his death, shall be paid to her/his beneficiary.

24.02 Goals:

1. To encourage teachers to stay with the Hearst Board of Education for at least ten (10) years.
2. To recompense teachers, hired on or after September 1979, who have given the Hearst Board of Education at least ten (10) years of continuous service.
 - a) In lieu of a retirement gratuity, a new incentive plan will be implemented for all teachers hired on or after September 1979.
 - b) To qualify a teacher must be on permanent contract.
 - c) Amounts placed in the Plan, per teacher, will be:

September 1979 - August 1983	\$5,000.00
September 1983 – August 1986	\$4,000.00
September 1986 and after	\$3,000.00
 - d) These amounts shall be placed in the Plan over three (3) years for teachers qualifying as of September 1, 1992 at the rate of thirty- four (34) percent in January 1993, thirty-three (33) percent in January 1994 and thirty-three (33) percent in January 1995, per individual teacher.

For teachers qualifying in September 1993, the rates shall be fifty (50) percent in January 1994; fifty (50) percent in January 1995.

For teachers qualifying in September 1995 and after, the full amount shall be placed in the Plan.

- e) A teacher who leaves the employ of the Board after at least ten (10) years continuous employment with the Board is eligible to receive her/his total amount placed in the Plan, not to exceed fifty (50) percent of the teacher's salary at time of leaving, including interest and with all accumulated sick leave credits in the teacher's name at the time she/he receives compensation under this article are reduced to nil.
- f) If a teacher becomes redundant before ten (10) consecutive years with the Board, she/he is eligible to receive a portion of her/his amount placed in the Plan as follows:

3 to 5 consecutive years:	\$1,000.00 plus interest
6 to 8 consecutive years:	\$2,000.00 plus interest
9+ consecutive years:	\$3,000.00 plus interest
- g) The following absences will be considered as being continuous employment with the Hearst Board of Education:
 - 1) Sabbatical Leave with or without pay, approved by the Hearst Board of Education.
 - 2) Sick Leave under the cumulative sick leave plan.
 - 3) Service with the DND sponsored by the Board.

- 4) Maternity/Parental Leave including extended parental
 - 5) Teacher-funded Leave as per Article XX.
- h) In the event that a teacher leaves the employ of the Board and is not eligible to receive a gratuity in accordance with e) or f) above, monies held in the fund for that teacher shall remain in the fund and be credited equally to the account of those teachers left in the plan and where the teacher's credit exceeds fifty (50) percent of her/his salary, such excess will revert to the Board.
 - i) The administration of the Plan will be carried out by qualified financial organization.
 - j) There shall be a yearly audit carried out by a party acceptable by the Hearst Board of Education and the teachers.
 - k) When a payment is made, the cheque shall be signed by the Chairperson and the Administrator of the Hearst Board of Education.
 - l) In the event of the death of a teacher before or after ten years continuous service with the Board, monies placed in the Plan, plus interest, will be paid to the estate of the teacher.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized, as of this

_____ day of _____ 1995.

THE PUBLIC ELEMENTARY PANEL OF
THE HEARST BOARD OF EDUCATION

CLAYTON BROWN PUBLIC SCHOOL
ECONOMIC POLICY COMMITTEE

Chairperson

Chairperson

Secretary

President – Local Branch O.P.S.T.F.

President – Local Branch F.W.T.A.O.

APPENDIX A KAPUSKASING BOARD OF EDUCATION

ARTICLE X CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY PLAN

In accordance with the Education Act 1983, the following Sick Leave and Retirement Gratuity Plan is adopted.

10.01 Objects of the Plan

- a) To protect the teaching employees in the elementary schools under the jurisdiction of the Board in the event of serious illness, from loss of wages, by allowing them to use the accumulated portion of their annual sick leave allowance.
- b) To provide teaching employees who retire to a superannuation pension or for health reasons after ten (10) or more years' continuous service with this Board, with a Retirement Gratuity, subject to Clause 10.05.

10.02 Operation of the Plan

- a) The Board shall keep a ledger in which shall be entered the credits, accumulated credits and deductions therefrom.
- b) At the commencement of employment, and at the beginning of each school year, the teacher's sick leave account shall be credited with the statutory twenty (20) days sick leave. The teacher's sick leave credit shall not accumulate beyond a maximum of 260 days.
- c) Where a teacher commences employment after September 1 in any year, for the purpose of subsection (b) hereof, the twenty (20) days per year shall be pro-rated. Where a teacher ceases employment before June 30 in any year, a deduction shall be made from the teacher's sick leave account at the rate of two (2) days per month from the date employment ceased.
- d) When an employee of another Board which has established a sick leave credit plan under the Education Act 1983 becomes an employee of this Board, he/she shall, provided there has been no intervening employment, be entitled to have placed to his/her credit the sick leave credits standing to his/her credit in the plan of the Board which previously employed his/her, up to the ceiling allowed by this Board.
- e) On leaving the employment of this Board or by the 15th day of July of every year, a teacher shall be entitled to receive a statement of his/her cumulative sick leave credit, duly certified by the Board. This statement shall be mailed directly to the teacher.
- f) Authorized leave of absence for military service during wartime does not break continuity of service with this Board.

10.03 Deductions

- a) Personal Illness
 - i) Absence for illness of the employee for a period of five (5) working days or less may be certified by the school Principal or by the Director of Education. Absence over five (5) working days must be certified by a qualified medical or dental practitioner or

chiropractor.

- ii) Notwithstanding sub-paragraph (i), the Board may require an employee to submit the certificate required thereunder for a period of less than five (5) consecutive working days, provided that the employee has been given prior notice.
- iii) Deductions shall be made from an employee's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the employee for absence beyond the number of days to his credit in the sick leave plan.
- iv) The absence of a teacher granted pregnancy leave is not considered a proper charge against sick leave.
- v) Absence for sickness or accident which is the result of proven criminal action on the part of the employee is excluded from this plan.

b) Absence Covered by Workers' Compensation

- i) This Board provides protection for its employees under the provisions of the Workers' Compensation Act.

It is required, therefore, that an employee accept any payment of an award of the Workers' Compensation Board made in respect to loss of salary.

- ii) If an employee does not wish to use his/her sick leave to supplement his/her salary award by the Workers' Compensation Board, he/she must give written notification to that effect to the Treasurer of the Board within one (1) week of the occurrence of the accident. In no instance shall these combined sums exceed the regular salary for the period of award.
- iii) On expiration of the period of salary award by the Workers' Compensation Board, the employee shall receive full salary up to the limit of his/her accumulated sick leave credit, provided the teacher continues to qualify under 10.03 (a) (i). An employee must return to work when the Workers' Compensation Board says he/she is fit.
- iv) Any payment under this section will be deducted from the teacher's accumulated sick leave on a per diem basis. Sick leave credits deducted shall be commensurate with payment received from the Board.

10.04 Retirement Gratuity

- a) i) For teachers hired prior to September 1, 1977 upon retirement to a teacher's superannuation pension, a teacher with ten (10) or more years of continuous service with this Board shall be entitled to a retirement gratuity.

- i) Amount of Gratuity

The maximum amount of the retirement gratuity may be equal to but shall not be more than half of the teaching employee's salary as at retirement time.

- ii) The amount of the retirement gratuity shall be calculated as follows:

$G = \frac{N}{200} \times S$ where G equals amount of gratuity

N equals one-half the number of days of accumulated sick leave credit, but not in excess of 100.

S equals employee's salary as at time of retirement.

- ii) For teachers hired September 1, 1977 or later.

Upon retirement to a teacher's superannuation pension, a teacher hired by this Board on or subsequent to September 1, 1977 with ten (10) or more years of continuous service with the Board shall be entitled to a retirement gratuity.

Amount of Gratuity

The amount of the gratuity shall be calculated as follows:

G = amount of gratuity

N = number of sick leave credits, to a maximum of 200

Y = full-time equivalent years of continuous teaching with this Board (each year of teaching on less than a full-time basis shall be prorated: e.g. nine years of full-time teaching and four years of half-time teaching equals eleven full-time equivalent years of teaching).

$$G = \frac{N}{200} \times \$ 500 \times Y$$

- b) In the event of the death of a teacher, the amount of sick leave credit retirement gratuity that would have been paid to the teacher if he/she had retired on the date of his/her death, shall be paid to his/her estate.
- c) Method of Paving Gratuity
- i) The retirement gratuity in this plan shall be paid to the employee within ninety (90) days of receipt of proof of eligibility of pension.
- ii) At the discretion of the employee the retirement gratuity in this plan is to be paid to the employee in a period of time not exceeding three (3) years.
- d) Teachers in the employ of the Board and/or its predecessor boards on or before June 1966 who retire from the teaching profession at the conclusion of at least 20 years' teaching for this Board are allowed, in addition, one-half of their salary as at August 31, 1977 and shall remain in effect as a binding agreement until such time as the last teacher affected by it shall have ceased to be in this Board's employ.

APPENDIX A

KIRKLAND LAKE BOARD OF EDUCATION POLICY MANUAL		
TITLE:	RETIREMENT	
SECTION:	POLICIES RELATING TO STAFF	NO. _____ S-11
PAGE 1 OF 1		
(a) <u>NON-TEACHING EMPLOYEES</u> The age of retirement shall be not later than 65. Retirement to be effective at June 30th following the birthday of the employee. (b) <u>TEACHING EMPLOYEES</u> The age of retirement shall be not later than 65. The retirement to be effective June 30th following the birthday of the employee. Those employees who were in the employ of the Board prior to July 1977 will be granted the option of the above or they may be granted the option of working for additional periods of one year each., up to the age of 68, at the discretion of the Board.		
1 ST	READING:	
2 ND	READING;	
3 RD	READING:	EFFECTIVE DATE: April 5, 1989

KIRKLAND LAKE BOARD OF EDUCATION POLICY MANUAL

TITLE: RETIREMENT GRATUITY
SECTION: POLICIES RELATING TO STAFF

NO. S-12
PAGE 1 of 2

A. In this Policy:

- (a) The Kirkland Lake Board of Education shall mean that board established by Bill 44 and its former jurisdiction boards, and shall be known herein as the “Board”.
- (b) Eligible employee shall mean the academic, middle management and executive staff.
- (c) Retirement shall mean retirement under the provisions of the Board’s Retirement Policy, and shall not mean termination of employment to seek or take another position.
- (d) Where the conditions of clause (c) above do apply, termination of employment for reasons of health which make further employment inadvisable, as certified by a legally qualified medical practitioner acceptable to the Board, shall be considered as retirement.

- B. (a) A retirement gratuity shall be paid to eligible employees retiring from the employ of the Kirkland Lake Board of Education.
- (b) An eligible employee who retires with at least 20 years of service with this Board shall be allowed a retirement gratuity equal to 50% of the value of his/her sick leave credits accumulated with the Board at the time of retirement.
- (c) An employee who retires with fewer than 20 years of service with the Board shall be allowed a retirement gratuity of 2% of the value of the accumulated sick leave credits for each year of the first 10 years of service with the Board, and 3% of the value of the accumulated sick leave for each complete year of service thereafter; but in no event shall the gratuity exceed the limit noted in B(b).
- (d) In the event of the death of an employee while in the service of the Board, his/her estate shall be entitled to receive:
 - (a) 50% of the cash value of any unexpended credit of the accumulated sick leave reserve
 - OR
 - (b) the unpaid balance of the Retirement Gratuity.

1ST READING:
2ND READING:
3RD READING:

EFFECTIVE DATE:

KIRKLAND LAKE BOARD OF EDUCATION POLICY MANUAL

TITLE: RETIREMENT GRATUITY\
SECTION: POLICIES RELATING TO STAFF

NO. S-12
PAGE 2 of 2

- (e) A year of service shall be considered as 10 months for teaching employees and 12 months for eligible employees employed on a 12 month basis.
- (f) For calculation of the retirement gratuity each day's credit in the cumulative sick leave reserve shall be considered as 50% of 1/200 of the employee's annual salary at the time of retirement, and for other eligible employees, 50% of 1/240 of their annual salary.
- (g) At the discretion of the employee, the retirement gratuity may be paid in a lump sum or in not more than 6 equal consecutive monthly payments.
- (h) An employee who severs his/her employment with this Board and subsequently returns to its employ shall forfeit all claims to his/her cumulative sick leave reserve for retirement gratuity purposes, unless he/she returns to the service of this Board within one year from the date of separation. This shall not apply to any employee who may be granted leave of absence for a specified time and reason.
- (i) To be eligible for a retirement gratuity payment in the calendar year, eligible employees shall give notice of intention to retire at least 5 months prior to the proposed date of retirement.

For Reference Only

As amended November 8, 1977

That secondary school staff members who were employed by the Board prior to July 6, 1970, be granted a choice between either Plan A (former K.L.C.V.I. Gratuity and Retirement Plan as amended) or Plan B (Kirkland Lake Board of Education Retirement Gratuity Policy-currently such choice to be made by Each eligible employee within 30 days of adoption of this proposal.

1st READING:
2ND READING:
3RD READING:

EFFECTIVE DATE: January 1, 1977

APPENDIX A

CONTRACT BETWEEN:

THE TIMISKAMING BOARD OF EDUCATION **(hereinafter referred to as the “Board”) and**

(TEACHER) **(hereinafter referred to as the “Teacher”)**

WHEREAS Clause 13:05 of the collective agreement between the Branch Affiliates of F.W.T.A.O. and O.P.S.M.T.F., representing their members, employed by The Board, and The Timiskaming Board of Education requires that The Board individually contract with each of its public school teachers and teachers of the trainable retarded employed by The Board as of the 30th of August, 1981, and who are eligible for a retirement gratuity pursuant to Article XIII;

AND WHEREAS the intent of Clause 13:05 of the said collective agreement is to guarantee and entrench for the individual teacher the retirement gratuity as provided for in Article XIII of the collective agreement after September 1st, 1981, The Board and the Teacher agree as follows:

1. The terms of this individual contract shall be in addition to the statutory form of contract entered into between The Timiskaming Board of Education and the teacher and shall be separate from and in addition to the collective agreement between The Timiskaming Board of Education and the Branch Affiliates of F.W.T.A.O. and O.P.S.M.T.F. representing the Timiskaming Public School Teachers, and Teachers of the Trainable Retarded and shall remain in force and effect as long as the Teacher is employed by the Timiskaming Board of Education and the terms of this agreement shall not be re- negotiable by The Timiskaming Board of Education, nor by nor on behalf of the Teacher, nor be subject to any act of the Branch Affiliate(s).
2. The Board agrees that the Teacher, having, immediately prior to retirement on pension, completed five or more years of continuous service as a public or secondary school teacher, with The Board or its predecessors, shall be entitled to a sick leave credit gratuity calculated as follows in respect of sick leave credits earned while in the employ of The Board or its predecessors, as a public or secondary school teacher. Credits earned while in the employ of The Board shall be interpreted to mean the equivalent of credits which would have been earned if the Teacher had not transferred credits into the Accumulative Sick Leave Plan at the time of hiring:

THE TIMISKAMING BOARD OF EDUCATION

ARTICLE XIII – RETIREMENT GRATUITY

After 5 years of service	- 5% of cumulative sick leave credits x 1/200 of Annual salary at date of retirement
After 6 years of service	- 10%
After 7 years of service	- 15%
After 8 years of service	- 20%
After 9 years of service	- 25%
After 10 years of service	- 35%
After 11 years of service	- 36%
After 12 years of service	- 37%
After 13 years of service	- 38%
After 14 years of service	- 39%
After 15 years of service	- 40%
After 16 years of service	- 42%
After 17 years of service	- 44%
After 18 years of service	- 46%
After 19 years of service	- 48%
After 20 years of service	- 50%

Provided the conditions with respect to continuous service are met, this sick leave credit gratuity shall be paid to the surviving spouse or to the estate of a teacher who dies while in the service of the Board.

Teachers commencing service after August 31, 1981 will not be eligible to accumulate retirement gratuity.

No gratuity payable under this Article shall exceed \$25,000.00

Before September 30, 1981, the Board will individually contract with each teacher presently employed who would be eligible for a retirement gratuity under Article XIII. Each individual contract will provide that the retirement gratuity will not exceed one-half year's earnings at the rate received by the teacher immediately prior to retirement on pension.

Article XIII will cease to be a part of this Salary Agreement on September 30, 1981.