

COLLECTIVE AGREEMENT

Between -

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(hereinafter called the "ETFO" or "Union")**

Representing -

**The Elementary Teachers of the Elementary Teachers' Federation of
Ontario
Employed by the Board
(hereinafter called the "Bargaining Unit")**

And -

**THE SUPERIOR GREENSTONE DISTRICT SCHOOL BOARD
(hereinafter called the "Employer" or "Board")**

FOR THE PERIOD –

September 1, 2022 to August 31, 2026

TABLE OF CONTENTS

ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	6
C1.1	Separate Central and Local Terms.....	6
C1.2	Implementation.....	6
C1.4	Single Collective Agreement.....	6
C2.00	DEFINITIONS	6
C3.00	LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL	7
C3.1	Single Collective Agreement.....	7
C3.2	Term of Agreement	7
C3.3	Where Term Less Than Agreement Term.....	7
C3.4	Term of Letters of Understanding	7
C3.5	Amendment of Terms.....	7
C3.6	Notice to Bargain	8
C4.00	CENTRAL GRIEVANCE PROCESS	8
C4.1	Definitions	8
C4.2	Central Dispute Resolution Committee.....	8
C4.3	The grievance shall specify:.....	9
C4.4	Referral to the Committee	9
C4.5	Mediation	10
C4.6	Arbitration	10
C5.00	BENEFITS.....	10
C5.1	ELHT Benefits.....	10
C5.2	Eligibility and Coverage	11
C5.3	Funding	11
C5.4	Full-Time Equivalent (FTE) and Employer Contributions.....	12
C5.5	Benefits Committee.....	13
C5.6	Privacy	13
C5.7	Benefits not provided by the ETFO ELHT.....	13
C5.8	Payment in Lieu of Benefits.....	13

C5.9	Long Term Disability (Employee-Paid Plans)	13
C6.00	SICK LEAVE	14
C6.1	Sick Leave/Short Term Leave and Disability Plan	14
C7.00	CENTRAL LABOUR RELATIONS COMMITTEE	17
C8.00	MINISTRY/SCHOOL BOARD INITIATIVES	17
C9.00	DIAGNOSTIC ASSESSMENT	18
C10.00	STATUTORY LEAVES OF ABSENCE/SEB	19
C10.1	Family Medical Leave or Critical Illness Leave	19
C10.2	Pregnancy Leave	20
C11.00	CLASS SIZE/STAFFING LEVELS	21
APPENDIX A – RETIREMENT GRATUITIES		22
A.	Sick Leave Credit-Based Retirement Gratuities	22
B.	Other Retirement Gratuities	22
LETTER OF AGREEMENT #1 RE: Sick Leave		23
LETTER OF AGREEMENT #2 RE : Task Force on the Utilization of Sick Leave		24
LETTER OF AGREEMENT #3 RE : Violence Prevention Health and Safety Training		25
LETTER OF AGREEMENT #4 RE : Professional Activity (PA) Days		26
LETTER OF AGREEMENT #5 RE : Occasional Teacher Ability to Lock the Classroom Door		27
LETTER OF AGREEMENT #6 RE : Employment Insurance (EI) Rebate		28
LETTER OF AGREEMENT #7 RE : Status Quo Central Items		29
LETTER OF AGREEMENT #8 RE : Individual Education Plans		30
LETTER OF AGREEMENT #9 RE : Support for Students Committee		31
LETTER OF AGREEMENT #10 RE : Provincial Working Group - Health and Safety		32
LETTER OF AGREEMENT #11 RE : Violent Incident Debriefing Training		33
LETTER OF AGREEMENT #12 RE : Violence Prevention in School Boards		34
LETTER OF AGREEMENT #13 RE : Integration of Students		35
LETTER OF AGREEMENT #14 RE : Hybrid Instruction		36
LETTER OF AGREEMENT #15 RE : Hiring Practices		37
LETTER OF AGREEMENT #16 RE : Safe Teaching and Learning Environments		38

ETFO TEACHERS – PART B: LOCAL TERMS

ARTICLE 1.0	PURPOSE.....	39
ARTICLE 2.0	DEFINITIONS.....	39
ARTICLE 3.0	RECOGNITION.....	40
ARTICLE 4.0	UNION DUES AND ASSESSMENTS.....	40
ARTICLE 5.0	MANAGEMENT FUNCTIONS.....	41
ARTICLE 6.0	NO STRIKE OR LOCKOUT.....	41
ARTICLE 7.0	CATEGORY PLACEMENT.....	41
ARTICLE 8.0	SALARY SCHEDULES.....	42
ARTICLE 9.0	TEACHING EXPERIENCE.....	44
ARTICLE 10.0	MASTER’S DEGREE ALLOWANCE.....	46
ARTICLE 11.0	METHOD OF PAYMENT OF SALARY.....	46
ARTICLE 12.0	SENIORITY.....	46
ARTICLE 13.0	STAFF REDUCTION.....	50
ARTICLE 14.0	TERMINATION OF EMPLOYMENT.....	53
ARTICLE 15.0	VACANCIES & TRANSFERS.....	53
ARTICLE 16.0	SPECIAL ASSIGNMENT TEACHERS.....	55
ARTICLE 17.0	ADMINISTRATIVE SPECIAL ASSIGNMENT.....	56
ARTICLE 18.0	PERFORMANCE APPRAISALS.....	57
ARTICLE 19.0	DISCIPLINE & DISMISSAL.....	58
ARTICLE 20.0	GRIEVANCE/ARBITRATION PROCEDURE.....	58
ARTICLE 21.0	HEALTH & SAFETY.....	61
ARTICLE 22.0	DISCRIMINATION / HARASSMENT.....	62
ARTICLE 23.0	MEDICAL PROCEDURES.....	62
ARTICLE 24.0	WORKING CONDITIONS.....	62
ARTICLE 25.0	CUMULATIVE SICK LEAVE.....	66
	RETIREMENT GRATUITY.....	67
	GROUP LIFE AND BENEFIT PLANS.....	69
ARTICLE 26.0	LEAVES OF ABSENCE.....	70
	LEAVE OF ABSENCE WITHOUT SALARY.....	70
	SPECIAL COMPASSIONATE.....	70
	BEREAVEMENT.....	71
	BEREAVEMENT – MEMORIAL SERVICE.....	71
	SCHOOL BUSINESS.....	71

PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

- C2.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.
- C2.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C3.00LENGTH 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.

C4.00CENTRAL 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.

C6.00SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

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

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

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

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

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

g) Administration

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

C7.00CENTRAL 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.

C8.00MINISTRY/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.

C9.00DIAGNOSTIC 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

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

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

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

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

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

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

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

PART B: LOCAL TERMS

ARTICLE 1.0 PURPOSE

- 1.01 It is the purpose and intent of the Parties to maintain harmonious relationships between the Board and each Teacher in the bargaining unit. It is the desire of the Parties to set forth in this Agreement terms and conditions of employment and to provide for the equitable settlement of all matters in dispute which may arise between the parties.

ARTICLE 2.0 DEFINITIONS

- 2.01 Bargaining Unit: means every Part X.1 Teacher, other than occasional Teacher, who is assigned to one or more elementary schools or to perform duties in respect of such schools all or most of the time.
- 2.02 Bargaining Agent: means the Elementary Teachers' Federation of Ontario.
- 2.03 Board: means the Superior-Greenstone District School Board.
- 2.04 Part X.1 Teacher: means a Teacher employed by the Board to teach but does not include a supervisory officer, a principal or vice-principal or an instructor in a Teacher-training institution.
- 2.05 Part-Time Teacher: means a Teacher employed by the Board on a regular basis for other than full-time duty.
- 2.06 Probationary Teacher: means a Teacher who is on a Probationary Period as defined in this section.
- Probationary Period means either:
- (a) a period of six months for a Teacher hired from the Occasional Teacher List who had received a satisfactory evaluation during a long-term occasional assignment; or
 - (b) a period of one calendar year or such lesser period as may be determined by the Board for a Teacher who was not hired in accordance with paragraph (a).
- 2.07 Teacher: means a Part X.1 Teacher. A Teacher is required to be a member in good standing with and holds a valid certificate of qualification from the College of Teachers.
- 2.08 Director: means the Director of Education or his/her designate.

- 2.09 ETFO: means the Elementary Teachers' Federation of Ontario.
- 2.10 Predecessor School Board: means the Lake Superior Board of Education, the Beardmore, Geraldton, Longlac and Area Board of Education, Nipigon-Red Rock Board of Education, the Nakina District School Area Board, or the Caramat District School Area Board.
- 2.11 Special Assignment Teacher: means a Teacher assigned to a special project or study or to system wide duties and shall be covered by the collective agreement.

ARTICLE 3.0 RECOGNITION

- 3.01 The Board recognizes ETFO as the exclusive bargaining agent of all Teachers, other than Occasional Teachers, who are assigned to one or more elementary schools or who perform duties in respect of such schools all or most of the time.
- 3.02 "Occasional Teacher" bears the same meaning as that given to "Occasional Teacher" as defined by the *Education Act*, as amended.
- 3.03 This Agreement is binding upon the Board and ETFO and upon the Teachers employed by the Board.
- 3.04 The Board recognizes the right of the ETFO to appoint the Bargaining Unit's Collective Bargaining Committee as the bargaining agent authorized to negotiate on behalf of the ETFO.
- 3.05 The Board recognizes the right of the Bargaining Unit to authorize the ETFO or any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.06 The ETFO recognizes the right of the Board to authorize any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 4.0 UNION DUES AND ASSESSMENTS

- 4.01 The Board shall deduct, for every pay period and for each teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be

forwarded to the General Secretary at ETFO Provincial Office on or before the 15th of the month following the month in which the fees were deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.

- 4.02 The payment shall be accompanied by a dues submission list showing the names, addresses, worksite location, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, provide the information in electronic form.

ARTICLE 5.0 MANAGEMENT FUNCTIONS

- 5.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.
- 5.02 All rights not expressly granted to Teachers hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement and relevant Acts and Regulations.

ARTICLE 6.0 NO STRIKE OR LOCKOUT

- 6.01 There shall be no strike or lockout during the term of this Agreement. The terms “strike” and “lockout” shall bear the meaning given them in the *Labour Relations Act*, as amended.

ARTICLE 7.0 CATEGORY PLACEMENT

- 7.01 Effective September 1, 2004, all category rating changes will be affected in accordance with QECO program 5. For the purposes of salary categorization, the Board recognizes the Certification Statement issued by QECO as being final.
- 7.02 Teachers on staff requesting a category adjustment shall be paid in the new classification, retroactive to the first day of the month within the school year following the successful completion of a course or courses that cause a change in category placement, if the teacher submits documentary evidence to this effect (Statement of Evaluation by QECO or official notice of receipt of documents by QECO) within four (4) months of the completion of the course.

If, through no fault of the teacher, the documentation arrives after four (4) months after the completion of the course, all adjustments in salary shall be paid retroactive to the first day of the month within the school year following the successful completion of a course or courses that cause a change in category placement; otherwise, the salary adjustments shall be retroactive only to the beginning of the month in which the documents are received. All adjustments in salary shall be paid retroactive to the first day of the month within the school year following successful completion of a course or courses that cause a change in category placement upon receipt of the Statement of Evaluation by QECO, where the teacher submitted a completed Anticipated Category Change form to the Board prior to within four months of the completion of the course.

Teachers hired on January 1st must submit documentary evidence of a category classification by April 1st of that school year. All adjustments in salary shall be paid retroactive to January 1st otherwise, salary adjustments shall be paid retroactive to the beginning of the month in which the documents were received.

- 7.03 The onus is on the Teacher to provide documentary proof of the following upon entering employment or upon change in status, by specified dates, (above) of the current school year:
- a) Category rating;
 - b) Teaching experience; and
 - c) Teachers certification.

ARTICLE 8.0 SALARY SCHEDULE

- 8.01 The following salary schedule shall be effective September 1, 2022

Grid for September 1, 2022	3.00%
-----------------------------------	--------------

	A	A1	A2	A3	A4
YEARS					
0	54,688	57,583	60,178	65,324	68,286
1	57,774	61,298	64,145	69,588	72,859
2	60,867	65,007	68,116	73,848	77,431
3	63,954	68,724	72,090	78,114	81,989
4	67,044	72,435	76,060	82,377	86,568
5	70,132	76,147	80,032	86,647	91,125

6	73,220	79,856	84,007	90,908	95,700
7	76,312	83,571	87,974	95,169	100,255
8	79,397	87,285	91,946	99,433	104,832
9	82,491	90,995	95,918	103,696	109,388
10	85,577	94,707	99,888	107,966	114,060
	88,658				
	94,707				

8.02 The following salary schedule shall be effective September 1, 2023.

Grid for September 1, 2023	3.00%
-----------------------------------	--------------

YEARS	A	A1	A2	A3	A4
0	56,329	59,310	61,983	67,284	70,335
1	59,507	63,137	66,069	71,676	75,045
2	62,693	66,957	70,159	76,063	79,754
3	65,873	70,786	74,253	80,457	84,449
4	69,055	74,608	78,342	84,848	89,165
5	72,236	78,431	82,433	89,246	93,859
6	75,417	82,252	86,527	93,635	98,571
7	78,601	86,078	90,613	98,024	103,263
8	81,779	89,904	94,704	102,416	107,977
9	84,966	93,725	98,796	106,807	112,670
10	88,144	97,548	102,885	111,205	117,482
	91,318				
	97,548				

8.03 The following salary schedule shall be effective September 1, 2024.

Grid for September 1, 2024	2.75%
-----------------------------------	--------------

YEARS	A	A1	A2	A3	A4
0	57,878	60,941	63,688	69,134	72,269
1	61,143	64,873	67,886	73,647	77,109
2	64,417	68,798	72,088	78,155	81,947
3	67,685	72,733	76,295	82,670	86,771

4	70,954	76,660	80,496	87,181	91,617
5	74,222	80,588	84,700	91,700	96,440
6	77,491	84,514	88,906	96,210	101,282
7	80,763	88,445	93,105	100,720	106,103
8	84,028	92,376	97,308	105,232	110,946
9	87,303	96,302	101,513	109,744	115,768
10	90,568	100,231	105,714	114,263	120,713
	93,829				
	100,231				

8.04 The following salary schedule shall be effective September 1, 2025.

Grid for September 1, 2025	2.50%
-----------------------------------	--------------

YEARS	A	A1	A2	A3	A4
0	59,325	62,465	65,280	70,862	74,076
1	62,672	66,495	69,583	75,488	79,037
2	66,027	70,518	73,890	80,109	83,996
3	69,377	74,551	78,202	84,737	88,940
4	72,728	78,577	82,508	89,361	93,907
5	76,078	82,603	86,818	93,993	98,851
6	79,428	86,627	91,129	98,615	103,814
7	82,782	90,656	95,433	103,238	108,756
8	86,129	94,685	99,741	107,863	113,720
9	89,486	98,710	104,051	112,488	118,662
10	92,832	102,737	108,357	117,120	123,731
	96,175				
	102,737				

ARTICLE 9.0 TEACHING EXPERIENCE

9.01a) Teaching experience recognized for grid purposes will include successful teaching in a school under the jurisdiction of a Provincial Ministry of Education or the Federal Government or in a Canadian community college or university, provided the individual held a valid Canadian Teaching Certificate at the time the experience was gained.

Any and all teaching experience not covered above that was a result of a posting requiring an Ontario College of Teachers (OCT) certification of qualifications, or teaching qualifications that

are recognized by the Ontario College of Teachers, **may** be considered. It is the incumbent's responsibility to provide supporting documentation in accordance with the following:

- I. Only Teaching experience that is provided within **ninety (90)** calendar days of hire may be recognized and;
- ii. All Teaching experience shall be sent to the Manager, People & Culture at the same time for evaluation, once done it will not be re-evaluated and;
- iii. No evaluating experience will be undertaken unless a teacher currently holds a permanent position with the SGDSB and;
- iv. Teaching experience documentation shall be provided in the manner as prescribed by SGDSB.

9.01b) Effective September 1, 2010, recognized teaching experience for initial placement on the salary grid, shall include the following:

- (i) All previous teaching experience combined with any long term occasional teaching experience (0.1 teaching experience for each 19 days of long-term occasional teaching experience) and daily occasional teaching experience completed with the Superior Greenstone District School Board only after September 1, 2009 (0.1 teaching experience granted for each 38 days of daily occasional teaching experience).
- (ii) When recognized teaching experience totals 50% or more of a school year, the total shall be rounded up to the next highest integer. No fractions of increments shall be awarded.
- (iii) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

It is the Teacher's responsibility to track their experience and to provide to the Board acceptable documentation.

9.02 A Teacher hired on a full-time basis, who has taught 50% or more of the school year, will be granted the full increment. For grid placement, the actual time worked will be accumulated at the end of each school year and when such a total includes a fraction of 50% or more the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

9.03 A Teacher hired on a part-time basis who has taught 50% or more of a full-time assignment, shall be granted a full increment. For grid placement, the actual time worked will be accumulated at the end of each

school year and when such total includes a fraction of 50% or more, the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

ARTICLE 10.0 MASTER’S DEGREE ALLOWANCE

- 10.01 A Teacher will be paid a stipend in addition to his/her regular salary for a Master’s Degree from a recognized university or institution.

Sept 1, 2024	\$1074.00
--------------	-----------

ARTICLE 11.0 METHOD OF PAYMENT OF SALARY

- 11.01 The Teacher’s annual salary, divided by 24, is to be paid on the 15th and 30th of each month. Part-time Teacher’s salary shall be pro-rated in accordance with time taught.
- 11.02 The Board agrees to deduct from the salary of each Teacher the amount of regular ETFO dues uniformly levied in respect of each Teacher in accordance with the by-laws of ETFO and to remit the dues to ETFO in accordance with clause 4.0. ETFO agrees to indemnify and save harmless any action against the Board resulting from its compliance with this provision.
- 11.03 A Teacher is entitled to be paid his/her salary in the proportion that the sum of the total number of school days on which the Teacher performs his/her duties bears to the sum of the total number of school days in the school year.

For purposes of calculating a day’s salary under this agreement, the amount shall be equal to:

$$\frac{1}{\text{\# of school days in that school year}} \times \text{Teacher’s salary}$$

ARTICLE 12.0 SENIORITY

- 12.01 It is understood by both parties that seniority is recognized on a board-wide basis with regional recognition. The regions are as follows:
- 6B1 Beardmore, Geraldton, Longlac, Caramat, Nakina

6B2 Schreiber, Terrace Bay, Marathon, Manitouwadge
6B3 Dorion, Nipigon, Red Rock

Seniority is defined as length of continuous employment as a Teacher with the Superior-Greenstone District School Board and its predecessor boards.

The following leaves will be recognized for seniority purposes: pregnancy leave, parental leave, leave of absence, sick leave, secondment, long term disability, federation leave, Teacher Funded Leave Plan and any other Board approved leave.

Effective September 1, 2009 all elementary teachers teaching for Superior-Greenstone District School Board on a full time or part time basis will be granted one full year for seniority purposes on account of each school year taught.

All elementary Teachers teaching for Superior-Greenstone District School Board on a full-time or part-time basis who has taught less than 50% of a full-time assignment, in a given school year, will be granted one half (.50) year for seniority purposes.

12.02 For teachers who commenced employment with the Board prior to September 1, 2003, that Teacher is more senior who has the greater:

- 12.02.01 Length of continuous elementary teaching service with the Superior-Greenstone District School Board and its predecessor boards of education; or, when these are equal
- 12.02.02 Length of other elementary teaching service with the Superior-Greenstone District School Board and its predecessor boards of education; or, when these are equal
- 12.02.03 Length of other teaching service; or, when these are equal
- 12.02.04 Length of total teaching service; or, when these are equal

- 12.02.05 Length of continuous service since commencement of duties
- 12.02.06 All of the above being equal, the Director of Education and the local Elementary Teacher Federation President shall determine the most senior Teacher by lot. The Teachers involved in the tie may be present at the determination. Once a tie is broken between two or more individuals this will determine their placement on the seniority list and will not be repeated.
- 12.03 For teachers who commence employment with the Board on or after September 1, 2003, that teacher is more senior who has the greater:
 - 12.03.01 Length of continuous elementary teaching service with the Superior-Greenstone District School Board and its predecessor boards of education; or, when these are equal
 - 12.03.02 Length of other elementary teaching service with the Superior-Greenstone District School Board and its predecessor boards of education; or, when these are equal
 - 12.03.03 Date of Board Resolution hiring teacher; or, when these are equal
 - 12.03.04 Length of other teaching service; or, when these are equal
 - 12.03.05 Length of total teaching service; or, when these are equal
 - 12.03.06 Length of continuous service since commencement of duties
 - 12.03.07 All of the above being equal, the Director of Education and the local Elementary Teacher Federation President shall determine the most senior Teacher by lot. The Teachers involved in the tie may be present at the determination. Once a tie is broken between two or more individuals this will determine their placement on the seniority list and will not be repeated.
- 12.04 For teachers who commence employment with the Board on or after September 1, 2012 that teacher is more senior who has the greater:
 - 12.04.01 Length of continuous elementary teaching service with Superior-Greenstone District School Board and its predecessor boards of education; or when these

- are equal
- 12.04.02 Length of other elementary teaching service with the Superior- Greenstone District School Board and its predecessor boards of education; or when these are equal
 - 12.04.03 Length of previous secondary teaching service with Superior-Greenstone District School Board and its predecessor boards of education; or when these are equal
 - 12.04.04 All of the above being equal, the Director of Education and the local Elementary Teacher Federation President shall determine the most senior Teacher by lot. The Teachers involved in the tie may be present at the determination. Once a tie is broken between two or more individuals this will determine their placement on the seniority list and will not be repeated.
 - 12.04.05 For teachers who commence employment with the Board on or after the date of ratification of the 2019-2022 Collective Agreement that teacher is more senior who has the greater:
 - 12.04.06 Length of continuous elementary teaching service with Superior-Greenstone District School Board and its predecessor boards of education; or when these are equal
 - 12.04.07 Length of other elementary teaching service with the Superior- Greenstone District School Board and its predecessor boards of education; or when these are equal
 - 12.04.08 Length of previous secondary teaching service with Superior-Greenstone District School Board and its predecessor boards of education; or when these are equal
 - 12.04.09 Length of previous occasional teaching service with Superior Greenstone District School Board and its predecessor boards of education calculated by determining the number of occasional teaching days
 - 12.04.10 All of the above being equal, the Director of Education and the local Elementary Teacher Federation President shall determine the most senior Teacher by lot. The Teachers involved in the tie may be present through electronic means at the determination at the Boards expense. Once a tie is broken between two or more individuals this will determine their placement on the seniority list and will not be repeated.

12.05 The following seniority lists will be compiled by the Board and posted in every elementary school of the Superior-Greenstone District School Board on or before October 15th and March 15th unless mutually agreed otherwise:

- a) Board-wide master seniority list
- b) Regional seniority list for Regions 6B1, 6B2, 6B3.

The lists shall be deemed to be correct unless objections to their accuracy are raised within 30 days of posting. Prior to lay-off, the list shall be updated to reflect any changes since the most recent list was posted.

The above rules for the determination of seniority are applicable only to the period subsequent to January 1st 1998. All seniority earned at predecessor School Boards prior to January 1st, 1998 was determined in accordance with the appropriate collective agreement and is as set out in the predecessor seniority lists as agreed to by the parties in 1998.

ARTICLE 13.0 STAFF REDUCTION

Where the Board decides to reduce staff, it shall do so in accordance with the following:

13.01 Surplus:

- a) Teachers shall be declared surplus to their school in reverse order of seniority provided that the remaining Teachers are qualified to perform the remaining assignments. Teachers surplus to their school as of January 31st shall be notified no later than December 1st and teachers surplus to their school as of June 30th shall be notified no later than May 15th.
- b) Teachers declared surplus to their school shall be offered a position in another school within their region provided they are qualified to assume the assignment of a less senior Teacher. Where the surplus Teacher has the qualifications to assume the assignment of more than one less senior Teacher, he/she shall be offered the position of the least senior Teacher.
- c) A Teacher displaced in accordance with Paragraph (b) above shall be declared surplus and shall be assigned, if possible, in accordance with that paragraph.

- d) A Teacher who has been declared surplus to his/her school and who is not able to displace a less senior Teacher in accordance with Paragraph (b) shall be declared surplus to his/her region.
- e) A Teacher who is declared surplus to his/her region shall be offered a position in a school in another region provided that he/she is qualified to assume the assignment of a less senior teacher. Where the surplus Teacher has the qualifications to assume the assignment of more than one less senior Teacher, he/she shall be offered the position of the least senior Teacher.
- f) A Teacher who has been displaced in accordance with Paragraph (e) or who is not able to displace a less senior teacher in accordance with that paragraph or who has refused an offered position shall be laid off. Teachers will have two (2) school days to decide whether or not to accept an offered position.
- g) A Teacher transferring to a different school or region in accordance with the above or an individual who elects to remain at his/her home school less than 1.0 FTE and be on recall for the remainder of his/her FTE assignment, will be given preference, in accordance with Article 15.0 (Vacancies & Transfers), for a transfer back to their original school or region for a period of thirty-six (36) months following their transfer. (Surplus teachers who transferred effective September 1, 1998 shall be given preference until June 30, 2001.)

13.02 Election:

- a) A Teacher who is subject to lay-off shall elect in writing within the notice period whether to maintain his/her recall rights.
- b) In the event that the Teacher elects to waive his/her recall rights or fails to make an election, the Teacher's employment terminates and the Teacher shall be paid any severance pay to which he/she is entitled under the *Employment Standards Act*.
- c) In the event that a Teacher elects to maintain his/her recall rights the Teacher shall be placed upon the recall list in which case if the Teacher is not recalled to and returns to permanent employment within 24 months of placement on the list the Teacher's employment shall terminate and the Teacher shall be paid any severance pay to which he/she is entitled to under the *Employment Standards Act*.
- d) A Teacher on the recall list may at any time during the 24-month period renounce

his/her recall rights at which time his/her employment will terminate and the Teacher shall receive any severance pay to which he/she is entitled under the *Employment Standards Act*.

13.03 Recall:

- a) Recall shall be in order of seniority provided the Teacher is qualified to perform the teaching assignment. If recalled to a school other than the teacher's original school, the teacher shall have the right to return to his/her original school in accordance with Article 15 for a period of 36 months following his/her date of lay off.
- b) A Teacher on the recall list must keep the Board informed at all times of his/her proper address and telephone number. The initial attempt to recall eligible laid-off Teacher(s) shall be by telephone. If this is unsuccessful, a registered letter shall be sent to the last known address.
- c) A Teacher who has been placed on the recall list from a full- time teaching assignment shall have the option of accepting or not accepting without loss of recall rights, a temporary or part-time teaching assignment with the Board. However, if such Teacher does not accept the temporary or part-time teaching assignment, he/she shall not be considered for recall to any other teaching assignment similar to such assignment. When the temporary or part-time teaching assignment is finished the Teacher shall be returned to the recall list.
- d) Any Teacher on the recall list shall have the option to maintain his/her benefit coverage at full premium cost to the Teacher payable to the Board in advance on a monthly basis.
- e) Any Teacher on the recall list who is offered a part-time or full-time teaching assignment shall have a maximum of ten (10) working days from the date of notification by telephone or the posting of the registered letter, in which to report for the teaching assignment.
- f) A Teacher who is unable to report for work and provides satisfactory medical or other evidence of injury, illness or other reasonable excuse acceptable to the Board, shall not lose recall rights solely because of his/her failure to report.
- g) A Teacher who fails to accept his/her recall or report for work as specified, except where permitted by this Article, shall lose all recall rights.

- 13.04 Deemed to Have Terminated Employment: A Teacher shall be deemed to have terminated employment with the Board if the Teacher:
- a) Voluntarily resigns in writing, or
 - b) Fails to report for the teaching assignment within ten (10) days from the mailing notice of recall unless a reason satisfactory to the Board is given, or
 - c) Fails to report to work, after being recalled, within ten (10) days of notifying the Board of his/her return to work unless a reason satisfactory to the Board is given, or
 - d) Elects to waive or renounce his/her recall rights.
- 13.05 Letter of Reference: Any Teacher who terminates employment with the Board after being declared surplus, shall receive from the Director of Education a letter stating that the employment of the Teacher was terminated because of a surplus of Teachers and for no other reason.

ARTICLE 14.0 RESIGNATION OF EMPLOYMENT

- 14.01 A teacher shall notify the Board by December 1st of the teacher's intention to resign effective January 31st and by May 15th of the teacher's intention to resign effective the end of the school year. **Where a teacher complies with these dates set out in this provision, the Board will endeavor to provide any post-employment letters requested by the teacher within one full pay period. Failure to comply with these deadlines may result in a delay in receiving post-employment documentation.**
- 14.02 It is understood that a teacher shall terminate his/her employment effective January 31st or the end of the school year except with the consent of the Board. The Board's consent will not be unreasonably withheld where the teacher's ability to retire to a pension would be adversely affected.

ARTICLE 15.0 VACANCIES & TRANSFERS

- 15.01 (a) The Board will email an electronic notice of all teaching vacancies to each staff member and will post each teaching vacancy for at least five (5) school days prior to the position being filled. Concurrently, an electronic copy of the posting will be emailed to the local ETFO

president and to each teacher on lay-off with recall rights under this agreement.

- (b) . In the event that there are vacancies to be filled during July and August, the board shall email an electronic notice of all teaching vacancies to each staff member and will post the vacancy for at least ten (10) days.
- c) When the Board posts a position during the school year, it will include the start date for the position if it does not happen immediately. If the start date is unknown at the time of the posting the posting will state, that the start date is unknown. The Board will notify the successful applicant of the start date as soon as it becomes known.
- d) For positions posted during the school year, The Board will make every reasonable effort to move the member to the new position on the posted start date. If the Board deems it is unable to move the successful applicant, the Board will notify the Bargaining Unit President and provide the rationale for the delay.

- 15.02 From amongst the applicants, teachers with a right to return to their original school or region or increase to 1.0 FTE after having elected to remain in his/her home school with a reduced FTE assignment under Article 13.01 will be considered first. If there is more than one such qualified applicant, then the applicant with the most seniority will be offered the position.
- 15.03 If there are no successful applicants from amongst the group identified in Paragraph 15.02, then the Board will consider other full-time applicants in the region for the position. If there is more than one such qualified applicant, then the applicant with the most seniority will be offered the position.
- 15.04 If there are no applicants from amongst the group identified in Paragraph 15.03, the Board will consider other part-time applicants from the region for the position. If there is more than one such qualified applicant, then the applicant with the most seniority will be offered the position.
- 15.05 If there are no applicants from amongst the group identified in Paragraph 15.04, then the Board will first consider full-time applicants Board-wide in order of seniority. If there are no full-time applicants Board-wide, the board will next consider part-time applicants board-wide in order of seniority. If there are no part-time applicants board-wide, then those teachers on the recall list will be offered the position in order of seniority.
- 15.06 If the position remains unfilled, the Board may recruit externally.
- 15.07 Except by mutual consent, no teacher will be transferred by the Board from one school to another.

- 15.08 If a teaching vacancy occurs at the same time that teachers are being declared surplus under the Staff Reduction provisions, any surplus teacher(s) will be included amongst the applicants described in paragraphs 15.02, 15.03, 15.04 and 15.05 above.
- 15.09 Teachers who wish to be considered for transfer to another elementary school must inform the Director in writing no later than April 30th in the school year immediately prior to the school year for which the transfer will be effective.
- 15.10.01 Effective September 1, 2016 teachers who are newly hired by the Board to teach FSL or apply to and are successful in obtaining an FSL position as per Article 15, will commit to this assignment for a period of 3 years, subject to Articles 15.10.02 and 15.10.03.
- 15.10.02 As per Article 15.09, by April 30th of each year of the assignment, a teacher may request a transfer and the Board shall make every reasonable attempt to recruit a qualified FSL teacher. If the Board is successful in recruiting a qualified FSL teacher, then the teacher will be granted the transfer. If unsuccessful then the teacher shall remain in the FSL position for the subsequent year.
- 15.10.03 Notwithstanding Article 15.10.02, a teacher making a request for transfer after the first year and who holds less than a 1.0 FTE position shall not be denied a transfer if the transfer would increase the teacher's FTE status, after 1 year.
- 15.10.04 The board will reimburse the registration fee for any teacher who provides proof of successful completion of the FSL Part 1 Additional Qualification Course.

ARTICLE 16.0 SPECIAL ASSIGNMENT TEACHERS

- 16.01 The Board will post in every school a notice of all Interim Positions and Special Assignments for at least 5 school days prior to the position being filled. Concurrently a copy will be sent to the ETFO President.
- 16.02 All teachers covered by the SGDSB and the ETFO Collective Agreement are eligible to apply.
- 16.03 The Board will interview the 5 most senior applicants who hold the specified qualifications.
- 16.04 If mutually agreeable to both the teacher and the Board, the position may be extended,

except in the event in which a more senior teacher has been declared surplus. In such cases, the interim/special assignment position will terminate.

- 16.05 Interim Positions/Special Assignments shall not be considered vacancies for the purpose of recall.

ARTICLE 17.0 ADMINISTRATIVE SPECIAL ASSIGNMENT

- 17.01 Subject to the provisions set out below, a Teacher who accepts an assignment for a specific term or task to a temporary position of added responsibility to fulfil the duties of a Vice Principal or Principal, for a period of time not to exceed one (1) year, shall continue to be a member of the bargaining unit, with all of the rights, privileges and obligations thereof, including but not limited to:
- i) payment and deduction of union dues;
 - ii) participation in the Teachers' benefits plans pursuant to the collective agreement;
 - iii) accrual of bargaining unit seniority in the usual course;
 - iv) full recognition and credit for teaching experience for the term the Teacher is in the term or temporary position; and
 - v) access to the grievance procedure.
- 17.02 The terms and working conditions of the Vice Principal or Principal assignment shall be those of the Vice Principal or Principal position as may be determined by the Board. It is agreed and understood, however, that Teachers put into this type of position will not be expected or required to write or present performance appraisals of other Teachers, although they may be required to provide requested information to the Board or principal to assist in the preparation of a Teacher appraisal.
- 17.03 Where the teacher accepts an assignment to the position of Vice Principal or Principal for one or more days, the daily salary for the temporary or acting position shall be the ordinary starting salary rate for the Vice Principal or Principal position being replaced, divided by 194, retroactive to the first day of the assignment.
- 17.04 A decision of the Board to terminate a Teacher's acting or temporary assignment to a Vice Principal or Principal position shall not be considered disciplinary and shall not be the subject-matter of a grievance or arbitration.

- 17.05 Notwithstanding Paragraph 17.01 above, in the event legislative or regulatory changes requires that a Teacher who accepts the assignment to an acting or temporary Vice Principal or Principal position be removed from the bargaining unit for the term of the assignment, the Board and the Federation agree that the Teacher shall be granted a leave from his/her bargaining unit position for the specified period or term of the acting assignment. Upon return to the bargaining unit the Teacher shall be credited with the seniority held at the time of transfer to the acting position, and in addition shall be given a seniority credit adjustment equal to the full period of the leave or acting term.
- 17.06 Upon the termination of the leave or acting assignment, the Teacher shall be returned to the bargaining unit position held by her or him prior to the transfer to the position of Vice Principal or Principal.

ARTICLE 18.0 PERFORMANCE APPRAISALS

- 18.01 Performance Appraisals of all teachers shall be conducted in accordance with the *Education Act* and its Regulations as amended from time to time; however, it is agreed that the conduct of performance appraisals cannot create a difference between the parties or be the subject of a grievance except as set out in 18.03 below.
- 18.02 The Board shall consult with the bargaining unit regarding any new policies or operating procedures relating to performance appraisals. The Union will be copied on the email that is sent out by the board to the Teacher being evaluated that year.
- 18.03 The conduct of a performance appraisal may be the subject of a grievance only where, as a result of the appraisal of the teacher, the teacher is placed "On Review". Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time limits in Article 20. (Grievance/Arbitration Procedure).
- 18.04 The Union shall be notified when a Teachers' Performance Appraisal results in an unsatisfactory rating.
- 18.05 The Board will endeavor to complete all classroom observations for the school year no later than May 31st of that school year.
- 18.06 No member of a teacher's bargaining unit shall be required or requested to appraise a teacher's competence.

ARTICLE 19.0 DISCIPLINE & DISMISSAL

- 19.01 No teacher shall be disciplined or discharged without just cause. Notwithstanding this provision, the parties agree that the discipline or discharge of a probationary teacher shall be subject to a lesser standard of just cause.
- 19.02 Teachers who may be subject to discipline or discharge will be notified of the incident which may give rise to the discipline or discharge within 5 working days of the incident coming to the attention of the Board.
- 19.03 If a teacher is given notice under Article 19.02, the Local Office will be informed.
- 19.04 The Board shall meet with the teacher as soon as is practical in the circumstances to provide the teacher with an opportunity to address the incident. The teacher shall be entitled to have union representation at any meeting with the teacher in which discipline or discharge will be imposed in accordance with notice given under 19.02.
- 19.05 Any disciplinary record placed into the teachers' personnel file shall be removed following 2 years of active employment during which no further discipline is received.
- 19.06 A teacher who believes that a document in his/her personnel file contains inaccuracy or errors may append to the document a notice setting out the teacher's corrections. Where the Board agrees with the teacher that a document is inaccurate, the error will be corrected and the inaccurate document will be removed from the file.

ARTICLE 20.0 GRIEVANCE / ARBITRATION PROCEDURE

20.01 Definition:

- a) A "grievance" shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, between the Teacher, group of Teachers or The Union and the Board.
- b) A "party" shall be defined as:
- i) The Union;
 - ii) the Board

- c) "Days" shall mean school days unless otherwise indicated.
- d) The "grievor" shall be defined as the party initiating the grievance.

20.02 Informal Stage:

Prior to initiating a formal grievance, Teachers are encouraged to attempt to resolve the problem through informal discussion with their Principal.

20.03 Formal Stage:
Step 1

- a) The Union, at the written request of a Teacher or group of Teachers desiring to submit a grievance and with the approval of The Union, shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and signed by the grievor(s) and/or The Union as the case may be and shall deliver the same simultaneously to the Principal within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the Teacher ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.
- b) The Principal or designate, shall meet with the grievor(s) and the representative(s) within ten (10) days from the receipt of the grievance. The Principal or designate shall forward the written decision to The Union within five (5) days of such meeting.

Step 2

- a) Failing settlement at Step 1, the grievor(s) and/or The Union shall submit the grievance, in writing, to the Director or designate within five (5) days of receiving the decision at Step 1.
- b) The Director or designate shall meet with the grievor(s) and The Union representative(s) within ten (10) days from the receipt of the grievance. The Director or designate shall forward a written decision to The Union within five (5) days of such meeting.

Step 3

If no settlement is reached, The Union may submit the grievance to arbitration within ten (10) days of receipt of the response as follows:

- a) Arbitration: When both parties agree, a grievance may be submitted to a single arbitrator. Notification shall be provided in writing to the other party indicating the name of the arbitrator. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- b) Decision of the Arbitrator: An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any Teacher(s) affected by it.
- c) Board of Arbitration: When either party requests that a grievance be submitted to a Board of Arbitration, the request shall be conveyed in writing to the other party indicating the name of an appointee to the Arbitration Board. The recipient of the notice shall within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.
- d) Decision of the Board of Arbitration: An arbitration board shall give a decision within thirty (30) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the board of arbitration shall be final and binding and enforceable on all parties.
- e) 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*.
- f) Expenses of the Arbitration or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator. In the case of an arbitration board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the chair of the arbitration board.
- g) 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 not be filed where the subject matter of the grievance has been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to The Union or the Director of Education and must be filed within twenty (20) days of the occurrence of the circumstances giving rise to the grievance or

when The Union or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.

h) Grievance Mediation:

- a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- b) The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.

i) Other

- a) All time limits herein for the grievance and arbitration procedure are mandatory and may be extended only upon written consent of the parties.
- b) If the grievor or The Union fails to act within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievance will be considered abandoned. If the Board or its representatives fails to reply to a grievance within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievor may submit his/her grievance to the next step of the procedure.
- c) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- d) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
- e) There shall be no reprisals of any kind taken against any Teacher because of the Teacher's participation in the grievance or arbitration procedure under this Agreement.

ARTICLE 21.0 HEALTH AND SAFETY

- 21.01 Health and Safety shall be governed by the applicable provisions of the *Occupational Health and Safety Act*.
- 21.02 Training required by the *Occupational Health and Safety Act* shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the bargaining unit shall participate in the Joint Health and Safety Committee. The Local President shall be notified of all required Health and Safety training for ETFO members.
- 21.03 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.
- 21.04 Teachers will have keys/keyfobs/cards to lock and unlock all classroom and instructional area doors in a school.

ARTICLE 22.0 DISCRIMINATION / HARASSMENT

- 22.01 The parties agree to comply with their obligations under the Ontario Human Rights Code.

ARTICLE 23.0 MEDICAL PROCEDURES

- 23.01 No teacher shall be required 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 of injury or liability for negligence. A teacher shall respond to a medical emergency involving a pupil(s) in a responsible manner. No teacher shall be required to physically examine pupils for pediculosis or for any other medical condition or disease.

ARTICLE 24.0 WORKING CONDITIONS

- 24.01 Effective September 2005 each teacher shall be entitled to a lunch break of a minimum of forty (40) consecutive minutes free from instruction, supervision, or preparation time.
- 24.02 Unless otherwise required by law, during the currency of this collective agreement the school year shall include 194 school days of which six (6) shall be designated as Professional Activity Days.
- 24.03 Preparation Time

- 24.03.01 Preparation time shall be used for professional duties as determined by the teacher, and shall be scheduled exclusive of morning and afternoon recesses and the lunch interval and within the instructional day as defined in Article 24.05.
- 24.03.02 Preparation time shall be allocated in blocks as large as possible, taking into account the operational requirements of the school, but in no event shall it be allocated in blocks of less than twenty (20) minutes.
- 24.03.03 Preparation time for part-time teachers shall be prorated.
- 24.03.04 Effective August 31, 2012, each teacher will receive 240 minutes of preparation time free from classroom instruction, supervision or other assigned duties, within each cycle of five instructional days. Preparation time coverage will be provided only for classroom teachers (including self-contained special education teachers).
- 24.03.05 Professional Activity days shall not be considered instructional days for the purpose of scheduling preparation time.
- 24.03.06 Notwithstanding other provisions in this collective agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008- 09 level, to enable full-time school-based teaching assignments in the arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.
- 24.03.07 Notwithstanding other provisions in this collective agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The Board may not use the aggregated additional minutes of preparation to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.
- 24.03.08 Missed preparation time shall only be rescheduled where a teacher is required by the principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same

school year.

- 24.04 Where only part of a combined grade class is participating in a Provincially mandated test, the Principal shall arrange for coverage for those students not participating in the test.
- 24.05 The instructional day shall not exceed 300 minutes and shall be defined as the time between the start of the opening exercises or the beginning of instruction, whichever occurs first, and the time when students are dismissed for the day exclusive of the lunch break, nutrition breaks, and morning and afternoon recesses.
- 24.06.01 Supervision time shall be defined as the time teachers are assigned to supervise students outside of the instructional day as defined in Article 24.05. Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the instructional day as defined in Article 24.05.
- For clarification, any assigned duties (e.g. yard duty, hall duty, bus duty, lunchroom duty, and other assigned duties) undertaken before the beginning of opening exercises or the beginning of the instructional day, whichever occurs first, or the commencement of classes following the lunch/nutrition break(s) shall be counted as part of the supervision duties assigned.
- 24.06.02 a) No Teacher shall be required to perform supervision duties in excess of the average amount of supervision time assigned in his or her school as of March 1, 2005, subject to modifications or changes in assignment or worksite or a change to a different worksite.
- b) 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.
- 24.06.03 Supervision time for teachers in less than a full-time assignment shall be pro-rated.
- 24.06.04 The Superintendent of Education or designate shall provide school supervision schedules to the Local President upon request.
- 24.07 Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of the regular staff meetings shall be set within the first month of the school

year and communicated to all teachers. Regularly scheduled staff meetings may include administrative/ organizational issues, professional development, training and other matters aligned with school and board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration. A draft agenda for a staff meeting shall be provided to staff members at least one working day prior to the meeting.

- 24.08 (a) Each year, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one prior to the first reporting period and one prior to the second reporting period.

If the board decides to schedule the professional activity day(s) designated above in less than full day segments it shall first consult with the Union. It is understood that the day(s) shall not be scheduled in less than half day segments.

- (b) The due date for report cards to be submitted to administration will be no earlier than one week following the Professional Activity Days indicated in Article 24.08 (a).
- (c) Teachers may make a request to their principal/vice-principal for permission to report to any elementary school on those PD days assigned for the writing of report cards. All such requests must be made 30 days prior to the PD days. Once approved by the principal/vice-principal, it is the teacher's responsibility to make all of the necessary arrangements to ensure that he/she is able to work from the alternate location. All costs incurred as a result of working from the alternate location will be borne by the teacher.
- (d) The Board shall endeavour to provide teachers access to progress/report cards 6 weeks prior to the submission deadline for entry of marks/comments during the semester.

- 24.09 Each teacher working 0.5 FTE or more may attend for the full day on PA days (except those designated for assessment and completion of report cards) and shall be paid accordingly.

- 24.10 (a) Each teacher shall receive a minimum of 0.5 release from their instructional day to travel to professional development activities that require travel in excess of 400 kms round trip. Overnight accommodations and meal expenses will be provided by the Board for teachers who are required to travel in excess of 400 kms round trip for professional development.

- (b) Between November 1st and March 31st, each teacher shall receive a minimum of 0.5

release from their instructional day to travel to professional development activities that require travel in excess of 300 kms round trip. Overnight accommodations and meal expenses will be provided by the Board for teachers who are required to travel in excess of 300 kms round trip for professional development.

24.11 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.

24.12 The Board shall endeavor to provide no less than five (5) school days written notice to a teacher if the teacher's grade assignment or if more than half (1/2) of the teacher's subject assignment changes within the school year.

24.13 Writing, Revising and Updating IEPs

The Board shall provide release to a teacher for the writing of the annual Individual Education Plans for formally identified students or any student as deemed necessary by the principal in consultation with the Special Education Resource Teacher. The length of the release time will be determined by the principal after consultation with Special Education Resource Teacher.

ARTICLE 25.0 CUMULATIVE SICK LEAVE

25.01 (a) By September 15th of each year, each Teacher on staff shall be provided with a statement of the number of sick leave credits accumulated to June 30th of the prior school year.

(b) The number of remaining sick leave and/or short-term disability leave credits, unused compassionate leave days, and unused personal leave days from the current school year as well as the number of unused sick leave credits from the previous school year will be made available to members.

25.02 Every period of absence is to be reported by all teaching personnel by notifying the person designated by the Board as soon as possible.

25.03 The Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner, for absences of five (5) consecutive school days or more due to sickness, physical and/or mental disability.

- 25.04 For absences greater than ten (10) or more consecutive school days, due to sickness, physical and/or mental disability, the Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner of the Board's choice. The Board may require a Teacher to sign a consent to release a detailed report from his/her own physician or dental practitioner to a physician or dental practitioner of the Board's choice and agree to be examined by the physician or dental practitioner of the Board's choice. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.
- 25.05 Should a Teacher totally exhaust his/her sick leave credits and be unable to return to work, the Board may grant the Teacher a leave of absence without pay for the remainder of the school year. The Board may grant further leaves of absence of up to one school year at a time upon a review of the Teacher's condition and prognosis. The Board may require the Teacher to submit to an examination by a physician appointed by the Board as part of this review.

25.06 Retirement Gratuity:

The following Article is subject to Appendix A in the Central Terms which outlines eligibility and that gratuities were frozen as of August 31, 2012.

- 25.06.01 Upon superannuating on a bona fide Ontario Teachers' Pension Plan pension or taking the commuted value of his/her pension within twelve (12) months of retirement from employment with the Superior-Greenstone District School Board, subsequent to five years continuous service with the Board, the teacher shall receive a retirement gratuity, providing one year's notice is given of the intent to retire. Where such notice is not given the Board may withhold payment until the following budget year.
- 25.06.02 When a teacher becomes entitled to receive a gratuity under this Article, the Board shall so inform that teacher in a letter of the form attached as Schedule A to this Agreement. The Board shall allow the teacher at least thirty days after receipt of such notice to provide written instructions as to the method of payment. If no instructions are received, the payment will be made either by cheque or directly to the teacher's account.
- 25.06.03 This retirement gratuity is:
- a) calculated at the rate of 6% of accumulated sick leave after the first five years;

b) increased by 2% per year thereafter to a maximum of 50%;

c) calculated on the past year's salary.

In the event of the death of a teacher while employed by the Board, any retirement gratuity payable will be paid to the teacher's estate or assigned beneficiary.

Any teacher accepting this gratuity forfeits all of his/her accumulated sick leave credits as per the following example:

Applicable provisions of Board Salary Agreement:

- sick leave accumulates 20 days per year to a maximum of 225 days
- retirement gratuity is 6% of accumulated sick leave after five years service
- retirement gratuity increases by 2% of accumulated sick leave in the 6th and subsequent years until a maximum of 50% is reached
- the gratuity is calculated on the past year's salary which would ordinarily be the September-June salary for the school year immediately preceding retirement, or the calendar year's salary if retirement occurred on December 31st.

Example:

A teacher has taught for the Board for 12 years, has a salary of \$70,660 in the last year of employment, and a sick leave accumulated total of 180 days.

<u>Calculation:</u>		
12 years	=	20%
20% of 180 days	=	36 days
Daily rate of pay	=	$\frac{70,660}{194} = \$364.23$

$$\begin{aligned}\text{Amount of Retirement Gratuity} &= 36 \text{ days} \times \$364.23 \\ &= \$13,112\end{aligned}$$

(subject to usual deductions of income tax, etc.)

25.07 Group Life and Benefit Plans:

Refer to Part A, Section C-5.00, Benefits.

- a) The Board shall contribute 100% towards the premium costs for all benefits listed below with the exception of the LTD benefit. Employees shall pay 100% of the premium costs for LTD. The Union shall choose the Insurer for the LTD plan and shall be responsible for the administration of the plan. The Board will deduct and remit the premiums from Teachers as directed in writing by the Union.

1. Life insurance for the employee equal to \$260,000.
convertible

2. Dependent Life Insurance:

- | | |
|---------------|------------|
| a) Spouse | \$ 20,000. |
| b) Each Child | \$ 10,000. |

3. Long Term Disability Insurance.

4. Accidental Death and Dismemberment equal to \$260,000.

5. Medical Insurance (drugs deductible), excess Doctors' fees, private hospital accommodation where available, vision care, etc.

Vision Care Maximum: \$275.00/12mths

Hearing Aids: \$2,000.00/5 years

Chiropractic fees in excess of Provincial Health Care Coverage.

6. Dental Benefit Plan (Fee Schedule is to be kept up-to-date.)

Dental 1 – Basic \$2,500/calendar year

Dental 2 – Dentures \$3,000/calendar year

Dental 3 – Major Restorative \$3,000/calendar year

Dental 4 – Orthodontics \$3,000 lifetime max

- b) The Board reserves the right to negotiate with an insurer of its own choice. No change in the Master Plan will take place without prior discussion with the local Affiliate. The

Master Plans are not part of this collective agreement. The Board's sole obligation shall be to make a contribution towards the premium costs of the benefits.

(1, 3 and 4 above are conditions of employment)

c) Retired Teachers

All teachers retiring after August 31, 1992 will have the option to continue in the Board's Extended Health and Dental Insurance plans. The participant is responsible for 100% of the premium costs for these plans. Payments are to be made in two installments on September 1st and March 1st. The onus is upon the participant to ensure payment is received by the Board on time. Failure to meet the above deadlines will result in automatic cancellation of the benefits. The Board will send notice of the required premium 30 days prior to the due date to the address of last record. The coverage is non-transferable upon death of the retired teacher and will not be extended beyond the month the teacher turns 65 years of age.

- d) Any changes to this benefit package caused by negotiation of this agreement will become effective the first day of the third month after date of signing this collective agreement. Current benefits will continue until agreement is signed (with the exception of strike action).
- e) In view of the Board's contribution to the above benefit plan, the employees' share of the E.I. rebate shall be retained by the Board.
- f) A copy of the Master policy or policies of the insured benefit plans shall be given to the Union.

ARTICLE 26.0 LEAVES OF ABSENCE

- 26.01 A Short or Long Term Leave of Absence Without Salary and benefits or sick leave credits may be granted by the Board for up to one (1) year upon the recommendation of the Director of Education. The teacher will be provided a teaching position in his/her home school for which he or she is qualified upon his or her return from the leave subject to the staff reduction provisions of this agreement. For leaves of more than 20 school days the teacher will be responsible, for the full period of the leave, for the full premium costs of all group life and welfare plans in which the teacher is participating.
- 26.02 Special Compassionate Leave of up to five (5) days in any school year without loss of salary or benefits may be granted at the discretion of the Principal. Reasons for such leave may include

severe illness in the immediate family, absence for the purpose of seeking medical attention for dependents, or arrival home of a newborn or adoptive child.

26.03 a) Bereavement Leave

For death in the immediate family the teacher is permitted to be absent without loss of pay or benefits or of sick leave credits for a period of up to but not exceeding five (5) school days. When used herein, immediate family is a parent/step-parent, parent-in-law/step-parent-in-law, spouse/significant other (which includes fiancé, common-law or same sex relationships), child (including a person to whom the employee stands in the place of a parent), sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, legal guardian, son-in-law, daughter-in-law. The first such day is to be within two days of the day of death.

For the death of another family member, the teacher is permitted to be absent without loss of pay or sick leave credits for a period of one (1) school day. When used herein, another family member is grandparent-in-law, grandchild-in-law, niece, nephew, aunt and uncle.

Bereavement leave for individuals not mentioned in the list above may be granted at the discretion of the Director.

26.03b) Bereavement Leave-Memorial Service

For attendance at a Memorial Service that could be held at a later date for a death in the family, as defined in Clause 26.03(a), the employee may elect to use all or part of the five (5) Bereavement Days from Clause 26.03(a) Bereavement Leave to attend the service without loss of salary, sick leave credits, benefits, seniority, or experience.

26.04 School Business

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted a teacher while on approved school business.

26.05 Medical Quarantine

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted a teacher for a period of quarantine, when declared by the Medical Officer of Health

or designate.

26.06 Jury/Witness Duty

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted a teacher for Jury Duty, or when a subpoena is issued by court order to an employee who is not a party to a court charge.

26.07 Federation Business

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted according to the following:

- 26.07.01 At the request of the Local President, the Principal shall grant a teacher a leave of absence to permit punctual attendance at ETFO workshops and meetings, providing the Principal has been provided a minimum of 10 days prior notice. Where **10 days'** notice has not been provided the request shall be conditional on the availability of an occasional teacher. Leave of absence granted under this section will not exceed in the aggregate, twenty-five (25) days during the school year per school. Upon the request of ETFO, the Board may agree to re-allocate unused days from another school, so long as the total leave days do not exceed the total per-school allocation.

Release time invoices from the Board for Federation Business as outlined in-above, shall be submitted to ETFO within two months of the release date. Invoices received by the Union after August 31 of the previous school year will be subject to a 5% per month penalty on the principal amount, up to a maximum of 50%. Invoices received after three (3) years will not be reimbursed. At the request of the Local President, the Director shall grant the Local President a leave of absence for up to one school year.

ETFO shall reimburse the Board for any replacement costs (supply teachers' salary and benefits, CPP, EI, EHT, WSIB) incurred by the Board in granting the leaves described in Paragraph (c).

During the leave of absence as described in paragraph ~~26.07.02~~ (c), the board shall continue to pay the Local President's salary and benefits, CPP, EI, EHT, WSIB as outlined in the Collective Agreement. ETFO shall reimburse the Board for the cost of the salary and benefits of the Local president during the leave described in paragraph ~~26.07.02~~ (c) up to a maximum of Category A3 step 2. The invoice for the release of the Local President shall be received by the Union prior to August 31 of the current school year. Invoices received by the union after August 31 of the previous school year will be subject to a 5% per month penalty on the principal amount, up to a maximum of 50%.

Invoices received after three (3) years will not be reimbursed.

During the leave of absence as described in paragraph 26.07.02, the board shall continue to pay the Local President's salary and benefits, CPP, EI, EHT, WSIB as outlined in the Collective Agreement. ETFO shall reimburse the Board for the cost of the salary and benefits of the Local president during the leave described in paragraph 26.07.02 up to a maximum of Category A3 step 2.

At the request of the Local President or Local Executive, the Director shall also grant the Local Vice President a leave of absence in the event that the Local President is on a long term leave of absence and as a result is unable to perform his/her duties. Such leaves shall be granted within 15 working days of notification of such appointments, (or earlier if a suitable replacement is found) and so long as the leave is at no additional cost to the Board.

26.08 Adverse Weather Conditions

- 26.08.01 Under adverse weather conditions a teacher shall make an individual decision on the matter of whether it is safe to travel to work. A teacher who is unable to reach his/her school may, instead, travel to the nearest elementary school and perform the duties assigned by the Principal of that school.
- 26.08.02 Where a personal decision is made to remain at home the teacher shall report this decision to his/her Principal immediately and provide reason (s) thereof. In this case, the teacher shall be granted a leave of absence without pay or may use a Personal Leave Day if one is available.
- 26.08.03 Where a teacher is prevented from traveling from his/her principal residence to his/her school by a road closure the teacher shall suffer no loss of salary, benefits, experience or sick leave.

26.09 Personal Leave Days

Each teacher shall be allowed up to three personal leave days each school year. The days are to be taken with the approval of the principal. The Principal will make every reasonable effort to notify employees of approval or denial within ten (10) working days of the request.

ARTICLE 27.0 WORKPLACE SAFETY INSURANCE BENEFITS (WSIB) TOP-UP BENEFITS

- 27.01 Where a teacher is receiving WSIB benefits, that teacher is entitled to receive WSIB top-up to 100% of their salary for a maximum of four (4) years and six (6) months without deduction from sick leave.
- 27.02 A Teacher who was receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

ARTICLE 28.0 PART-TIME

- 28.01 A Teacher who is currently teaching full-time, may apply for a part-time teaching assignment and a corresponding leave. A part-time teaching assignment with a corresponding leave, which is subject to the general leave of absence provisions of this agreement, may be granted at the discretion of the Board. Where the leave is granted, the teacher's sick leave days shall be pro-rated.

ARTICLE 29.0 PREGNANCY AND PARENTAL LEAVE

- 29.01 Pregnancy and parental leaves shall be in accordance with the *Employment Standards Act*.
- 29.02 Upon application from a Teacher on pregnancy or parental leave, the Board shall grant an unpaid extended parental leave of up to two (2) school years, provided the teacher gives the Board at least two school months' notice of the request for the extension. Should a Teacher initially request less than the two (2) school years maximum described above, the Teacher may request additional periods of extended parental leave provided that the total amount of extended parental leave does not exceed the maximum of two school years. The extended leave must terminate on the day immediately preceding the first day of school or the first teaching day in Term 2. A Teacher may use entitlements under Article 26.01 to extend the period of the extended parental leave to the next available return date described above. The return date shall be clearly stated prior to the commencement of the leave.
- 29.03 The Teacher shall be eligible to remain in the Benefits Group. For the period of the leave in excess of the statutory portion of the leave the Teacher shall pay 100% of the premium costs and shall not accumulate sick leave credits or teaching experience.
- 29.04 Subject to the approval of Canada Revenue Agency, the Board will pay the teacher who qualifies for parental leave as outlined in this article the equivalent of 100% of the teacher's salary for the waiting period. Weekly salary is calculated as follows: Annual Grid salary plus

allowances divided by 194 days multiplied by 5.

ARTICLE 30.0 TEACHER-FUNDED LEAVE

30.01 Preamble

The Superior-Greenstone District School Board and ETFO assume no responsibility for any consequences arising out of this plan related to effects on Teachers' Pension Plan provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan or any other liabilities incurred by a Teacher as a result of participation in this plan.

30.02 Description

30.02.01 This Teacher-funded leave plan is developed to afford Teachers the opportunity of taking a leave of absence through deferral of salary to finance the leave.

30.03 Application

30.03.01 A Teacher must make written application to the Director of Education on or before January 31st requesting permission to participate in the plan commencing in September of the same Calendar Year.

30.03.02 Written acceptance, or refusal, of the Teacher's request, with explanations, will be forwarded to the Teacher by April 1st in the school year in which the request is made.

30.03.03 Approval of individual requests to participate in the plan shall rest solely with the Board.

30.04 Pay Deduction Formula and Leave of Absence

30.04.01 In each year of the plan preceding the year of leave a teacher will be paid a reduced per centum of his/her proper grid salary and applicable allowances. The remaining per centum of annual salary will be deferred and this accumulated amount, plus interest earned, shall be retained for the Teacher by the Board in a True Savings Account at the Board's Bank.

a) OR, with the approval of the Board, a Teacher may elect some alternate method of funding his/her leave.

b) Federation fees and superannuation deductions will be at the direction of the appropriate agency.

30.04.02 While a Teacher is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the plan.

30.04.03 A Teacher's benefits under Article 25.07 will be maintained by the Board during his/her leave of absence, however, the premium costs of the benefits shall be entirely paid by the Teacher during the year of absence at the Board's group rates.

30.04.04 While on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the plan, or according to the salary the Teacher would receive in that year if he/she was not enrolled in the plan, at the option of the Teacher.

30.04.05 Where the benefits are not a condition of employment, a participant may choose to opt out in the year of his/her leave.

30.04.06 A Teacher may apply to take his/her leave in other than the final year of this plan, if mutually agreed to by the Teacher and the Board.

30.05 Terms Reference

30.05.01 On return from a leave a Teacher will be assigned to his same position or, if due to declining enrolment patterns said position no longer exists, the Teacher will be governed by the appropriate terms of this Agreement.

30.05.02 Sick leave credits will not be accumulated during the year spent on leave.

30.05.03 Teachers declared redundant will not be eligible for this plan.

a) A Teacher enrolled in this plan who has been declared redundant shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan in accordance with Clause 30.05.04 below.

30.05.04 Repayment shall be made as per Agreement between the Teacher and the Board.

- 30.05.05 Teachers' Pension Plan deductions are to be continued as provided by the current ruling of the Teachers' Pension Plan Board.
- 30.05.06 A Teacher may withdraw from the plan at any time prior to March 1st of the calendar year in which his/her leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Clauses 30.05.03(a) and 30.05.04 above.
- 30.05.07 In the event that a qualified replacement cannot be hired by May 15th of the calendar year in which the leave is to be taken by a Teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, the Teacher may choose to remain in the plan and/or receive payment upon withdrawal as provided.
- 30.05.08 Should Clause 30.05.07 result in a leave of absence being taken past the final year of the individual's plan, any monies accumulated by the terminal date of his/her plan will continue at the discretion of the Teacher, to accumulate interest until the leave of absence is granted.
- 30.05.09 Should a Teacher die while participating in this plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the Teacher's estate.
- 30.05.10 All Teachers wishing to participate in the plan shall be required to sign an agreement supplied by the Board before final approval for participation will be granted.
- 30.05.11 The year of leave shall not be recognized for salary calculation purposes.
- 30.05.12 Seniority shall accumulate during the year of leave.
- 30.05.13 The year of leave shall not be calculated in the determination of any retirement gratuity.

ARTICLE 31.0 TEACHER IN CHARGE

- 31.01 At the start of each school year the Principal/Vice Principal will request teachers interested in being placed on a Teacher in Charge list.
- 31.02 Teachers placed on the Teacher in Charge list from those who expressed interest under Article 31.01 will be requested to replace the Principal/Vice Principal in the absence of the Principal/Vice Principal.

- 31.03 Teachers on the Teacher in Charge list may only choose to decline a request to be Teacher in Charge based on a prior approved absence, unless extenuating circumstances arise.
- 31.04 If no teacher is available to cover the Principal/Vice Principal absence, from the teacher in charge list, the Principal/Vice Principal will make every reasonable attempt to cover the Principal/Vice Principal absence by utilizing personnel not covered by this agreement.
- 31.05 Whereby the Principal/Vice Principal is unsuccessful in arranging coverage through Articles 31.02 & 31.04 the Principal/Vice Principal may select and appoint a teacher to be Teacher in Charge of the school. Where a school appoints teachers who are not on the teacher in charge list, outlined in Article 31.02, in excess of 10 times per school per school year, a meeting shall be held between the Principal/Vice Principal, Superintendent of Education and the Local President to review the steps taken in 31.02 and 31.04 and to investigate the necessity of future appointments.
- 31.06 Teachers acting as Teacher in Charge will receive a stipend per day.
- | | |
|--------------|----------|
| Sept 1, 2024 | \$196.00 |
|--------------|----------|
- 31.07 The Board will fully reimburse the registration fee for the Principal Qualification Program part 1 for any teacher who is on the Teacher in Charge list at the time of registration for the PQP Part 1 and who provides proof of successful completion of the course.
- 31.08 A teacher acting as Teacher in Charge of a school shall be released from classroom duties unless the teacher requests otherwise.
- 31.09 The Principal and/or Vice Principal shall ensure that his/her contact information including destination and telephone numbers are provided to the Teacher in Charge.
- 31.10 All schools must have a resource for the Teacher in Charge.

ARTICLE 32.0 LIAISON COMMITTEE

- 32.01 In order to provide a forum for the discussion of areas of mutual interest, the parties agree to form a committee composed of up to three (3) representatives of each party. The committee shall meet at the request of either party.

ARTICLE 33.0 DURATION AND RENEWAL

- 33.01 The parties shall meet within fifteen (15) days from the giving of notice to commence

negotiations for the renewal of this Agreement.

- 33.02 The party, giving notice of a desire to negotiate amendments, shall furnish the other party with information concerning the nature of any amendments it seeks, at least five (5) days before negotiations commence.

ARTICLE 34.0 CRIMINAL RECORDS CHECKS

- 34.01 Access to and the use and disclosure of records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act shall be consistent with the provisions of the Municipal Freedom of Information and the Protection of Privacy Act. Normal, daily access to such records and information shall be limited to the Coordinator of Human Resources and those persons designated by the Director of Education. The Coordinator shall advise the bargaining unit President of the names of those so designated. Such personnel shall not be members of the bargaining unit.

ARTICLE 35.0 PROFESSIONAL DEVELOPMENT ALLOWANCE

- 35.01 Effective September 1, 2024 the Board shall pay a professional development allowance to the Union in the amount of \$5,000.00 per year by October 15, to be spent on professional development for its members. The Union shall submit a written report including the name of the program, the date on which the program occurred, each teacher participating in the program, and a general accounting of the funds annually on or before September 30 of the following school year. Any unexpended funds shall be carried forward to the next school year.

ARTICLE 36.0 EARLY RETIREMENT INCENTIVE PLAN 1

The following Article is subject to Appendix A in the Central Terms which outlines eligibility and that gratuities were frozen as of August 31, 2012.

36.01 Purpose

The purpose of the plan is to enable Elementary Teachers to retire earlier than the mandatory retiring age of 65.

It is understood by all parties to this Agreement that the Early Retirement Incentive Plan (E.R.I.P.) is intended to be:

- 1) a cost-saving device for the Board; and
- 2) a benefit to the teacher(s).

36.02 Eligibility

Each member of the Branch Affiliate who

- has 12 or more years of continuous service with the Superior-Greenstone District School Board credited under the Teacher's Superannuation Act, and
- is age 53 years or older
.... shall qualify for payment(s) under the Early Retirement Incentive Plan.

Teachers shall forward to the director (or designate)

- a written application for payment under the E.R.I.P.; and
- proof of age; and
- proof of service achieved under the Teacher's Superannuation Commission; and,
- a written resignation in which effective date of resignation and retirement is clearly stated.

Applications must be received on or before March 31st for effective separation on August 31st of the same school year.

36.03 Conditions

The granting to any teacher of such financial incentive as provided in the E.R.I.P. will be determined by the following conditions:

36.03.01 Once the resignation is effective, the Teacher is no longer an employee of the Board and is not eligible for any employee benefits (with the exception of those outlined in Section 25.07 (c) and any outstanding Retirement Gratuity owing), and

36.03.02 The recipient agrees to defer receipt of retirement gratuity until the following calendar year after the E.R.I.P. payment unless otherwise mutually agreed.

36.04 Payments

The total incentive payments in any one year shall be capped at an amount equal to the savings the Board realizes through staff replacement due to retirements.

Should the retiree not be replaced due to redundancy, or should the retiree be replaced by a

person within the Board the savings would be determined as the difference between the retiring teacher's salary and the least senior teacher's salary.

Once staffing has been finalized for the school year following effective date of retirement, the E.R.I.P. payment to the applicant(s) will be determined. Teachers will be notified no later than September 15th of the year of retirement.

The maximum possible incentive for any given year shall be calculated as follows, subject to the capping provisions outlined above. In the event that the total savings realized is not equal to the maximum allowed below, payments will be determined on a pro-rated sharing ratio.

i.e.
$$\frac{\text{maximum allowance per retiree}}{\text{sum of maximum allowance for all retirees}}$$

Example: Assume A4 Maximum to be \$75,712, three (3) Teachers Retiring as follows:

- | | | |
|----|---|----------------|
| 1) | 1 at age 55 with maximum allowance \$28,771 | (75,712 x .38) |
| 2) | 1 at age 60 with maximum allowance \$12,871 | (75,712 x .17) |
| 3) | 1 at age 64 with maximum allowance \$1,514 | (75,712 x .02) |

Assuming the cap was less than \$43,156, the three retirees would share the cap as follows:

- | | | | |
|----|-------------------------|---|-------|
| 1) | $\frac{28,771}{43,156}$ | = | 66.7% |
| 2) | $\frac{12,871}{43,156}$ | = | 29.8% |
| 3) | $\frac{1,514}{43,156}$ | = | 3.5% |

43,156

100.0%

<u>Age</u>	<u>Index Table</u>
55 or less	.38
56	.34
57	.30
58	.25
59	.21
60	.17
61	.13
62	.08
63	.06
64	.02

Payment shall be a one-time, lump sum payment made on the first school day in January of the calendar year next following the year of separation unless otherwise mutually agreed.

Payments are indexed to Category IV maximum.

Should the retiree not be replaced due to redundancy, or should the retiree be replaced by a person within the Board the savings would be determined as the difference between the retiring teacher's salary and the least senior teacher's salary.

For the Board

Dated at _____

This ____ day of _____ 20 ____

For the Union

Dated at _____

This ____ day of _____ 20 ____

SCHEDULE A

SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

Letterhead

Dear :

Under the terms of the Collective Agreement between the Superior- Greenstone District School Board and the Elementary Teachers' Federation of Ontario, you are entitled to a Retirement Gratuity in the amount of \$_____.

Unless we receive written instructions from you regarding the method of payment within thirty days of your receipt of this Notice, this Gratuity will be paid directly to you, with the following deductions:

Income Tax: \$_____;

Other: \$_____;

The Elementary Teachers' Federation of Ontario advises that you seek advice before this gratuity is paid directly to you, as the above deductions can be avoided.

(Authorized Signature)

Letter of Understanding
-between-
The Superior-Greenstone District School Board
-and-
The Elementary Teachers' Federation of Ontario

Re: Extra-Curricular

The Board recognizes and appreciates the efforts of its teachers in providing extra-curricular activities for students. The Board believes that extra-curricular activities should remain voluntary and has no intention to treat them otherwise.

Dated this 30th day of May, 2009.

Letter of Understanding
-between-
The Superior-Greenstone District School Board
-and-
The Elementary Teachers' Federation of Ontario

Re: Accommodation Review

If the Board establishes an Accommodation Review Committee for the purpose of considering the possible closure of one or more elementary schools, the parties shall form a committee composed of two representatives from each party to develop a procedure for the allocation of the affected Teachers in the event a school closes.

Letter of Understanding
-between-
The Superior-Greenstone District School Board
-and-
The Elementary Teachers' Federation of Ontario

The parties agree to the following steps for the implementation of the PDT agreement:

1. The parties agree that improvements in group benefits locally negotiated with cost implications not included in the PDT agreement shall be done within their share of the \$33 million enhancement estimated to be approximately \$7,290.00, which shall be verified by the parties.

Considering the Government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to allocate an additional enhancement based upon the ratio of the Board's FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements, the parties agree to meet no later than April 30, 2010 to determine the allocation of such enhancement. The enhancement(s) shall be determined by the Bargaining Unit and will be effective September 1, 2010.

The ETFO-Teacher Bargaining Unit share of the Board's allocation shall be the ratio of the Teacher FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the Board's 2008- 2009 financial statements. In determining the ratio, occasional teachers, whether part of an independent or integrated bargaining unit, shall be excluded.

Upon written request, SGDSB shall provide ETFO with the requested disclosure to inform decision making on improvements to benefits. The nature of the disclosure will similar to, but not limited to, the information provided by Boards in a public procurement process.

2. In accordance with the PDT, “The Parties note the government’s intention, conditional upon the approval by the Lieutenant- Governor-in-Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows:
0.32 teacher per 1,000 grade 4 to 8 pupil.”

Subject to the conditions set out above, the Board will allocate the additional funded teaching positions for the 2012-13 school year and provide staffing information to the Elementary Joint Staffing Committee to confirm the deployment of elementary Literacy and Numeracy Coaches and Student Success Teachers at the Grade 7 and 8 level.

Dated this 30th day of May, 2009

Letter of Understanding
-between-
The Superior-Greenstone District School Board
-and-
The Elementary Teachers' Federation of Ontario

RE: Teacher in Charge

During the remaining term of the 2014-2017 Collective Agreement, the Board endeavors to minimize the number of appointments of teachers not on the Teacher in Charge list as outlined in article 31.02. Furthermore, the Board undertakes to gather data regarding Teacher in Charge including:

- The number of teachers who volunteered to put their names on the teacher in charge list in each school.
- The number of individuals who were placed by the Board on the Teacher in Charge List in each school.
- The names of any teachers who were not placed on the Teacher in Charge List by the Board and the reason for this decision.
- The number of times a teacher was placed into the position of Teacher in Charge under Article 31.02 at each school in each school year.
- The number of times personnel not covered under this Collective Agreement was placed into the position of Teacher in Charge under Article 31.04 at each school in each school year.
- The number of times a teacher was placed into the position of Teacher in Charge under Article 31.05 at each school in each school year.

The parties agree to review this data in respect of consideration of a maximum cap for the appointment of a Teacher in Charge under Article 31.05 in preparation for the next round of negotiations.

Letter of Understanding
-between-
The Superior-Greenstone District School Board
-and-
The Elementary Teachers' Federation of Ontario

RE: EI Rebate

The Board agrees to provide the Union with a report identifying how the EI rebate is being used by the Board.

Dated at this 14TH day of January, 2021

Letter of Understanding
-between-
The Superior-Greenstone District School Board
-and-
The Elementary Teachers' Federation of Ontario

RE: Attendance Support, Ability Management, Health and Wellness Program(s)

The Board shall consult and consider input from the Local regarding the implementation and any revisions thereafter of an Attendance Support, Ability Management, Health and Wellness Program.

The Board shall inform teachers of their right to union representation at all meetings related to Attendance Support, Ability Management and Health and Wellness. Reasonable notice shall be given to ensure that all parties can be present.

Dated at this 14TH day of January, 2021

Letter of Understanding

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

RE: REMOTE WORK

Teachers shall have the ability to work from home on the two (2) Professional Activity days designated for the Assessment and Completion of Report Cards as referenced in Article 24.08 (a).

Teachers shall be required to notify their Principal/Vice-Principal of their working location on such Professional Activity Day and are expected to work for the duration of the workday.

Responsibility for costs associated with remote work will be borne by the Teacher.

The board may revoke this entitlement for individual teachers who are not performing duties as assigned for the duration of report card writing workdays.

This Letter expires on August 31, 2026.

Letter of Understanding

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

RE: SELF FUNDED LEAVE (SFL)

Teachers may request up to two (2) self-funded absence per year for travel purposes related to medical appointments. A self-funded absence is one in which the cost of the Short-Term Occasional Teacher replacing the Teacher shall be deducted from their bi-monthly pay.

It is understood that teachers will provide appropriate plans for their replacement. Such leaves will not normally be granted the first week following the start of school, abutting school breaks, parent reporting, during EQAO assessment windows or the last week of school.

Request for leaves are subject to approval by the Board and may not be taken in conjunction with any other unpaid leave.

Self-funded leaves will not be granted where a replacement is not available.

This Letter expires on August 31, 2026.

COLLECTIVE AGREEMENT

Between the

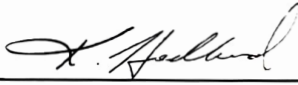
THE SUPERIOR GREENSTONE DISTRICT SCHOOL BOARD

and

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
SUPERIOR GREENSTONE TEACHER LOCAL

Signatures

For the Union





Mark Butt



For the Board



Denis Nault
