

## **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, 2014 to August 31, 2017**

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

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

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

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

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

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

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

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

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

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

## **C2.00 DEFINITIONS**

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

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

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

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

**C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in

student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

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

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

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

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

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

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

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

All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with

it, and have the same termination date as the agreement.

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

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

### **C3.6 Notice to Bargain**

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



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

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

### **C4.1 Definitions**

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

### **C4.2 Central Dispute Resolution Committee**

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties and two (2) representatives from the Crown.

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

- g) Each of the central parties shall be responsible for their own costs for the central dispute resolution process.

#### **C4.3 The grievance shall specify:**

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

#### **C4.4 Referral to the Committee**

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

- e) All timelines may be extended by mutual consent of the central parties.

#### **C4.5 Mediation**

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

#### **C4.6 Arbitration**

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

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

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

Pursuant to b) above, the following will apply:

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

## **C6.00 BENEFITS**

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

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

Post Participation Date, the following shall apply:

### **C6.1 Funding**

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

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

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

### **C6.3 Payment in Lieu of Benefits**

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

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

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration

means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.

- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

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

## **C7.00 SICK LEAVE**

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

#### **a) Sick Leave Benefit Plan**

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

#### **b) Sick Leave Days**

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

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

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

**d) Eligibility and Allocation**

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs



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

allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

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

year. These days can be used to top-up salary under the STLDP.

- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

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

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

- i. Teachers in a Long Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary, and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.

- iii. Where the length of the Long Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iv. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

#### **g) Administration**

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a

case-by-case basis and not based solely on a denial of LTD.

- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

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

**C8.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

**C8.2** The parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

**C8.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.

**C8.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

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

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

## **C10.00 DIAGNOSTIC ASSESSMENT**

- a) For the purposes of C10.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The parties agree that a teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
  - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
  - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In

order to inform their instruction, teachers must utilize diagnostic assessment during the school year.

- d) The results of diagnostic assessments shall not be used in any way in evaluating teachers. No teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

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

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

- a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher or long-term occasional teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide

payment for the teacher's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

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

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



- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

## **C11.2 Pregnancy Leave**

- a) The Employer shall provide for permanent and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the parties.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Eligible teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the teacher in accordance with the Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

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

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

## APPENDIX A – RETIREMENT GRATUITIES

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

## **AND**

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

### **RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

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

## **LETTER OF AGREEMENT #2**

### **BETWEEN**

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

### **AND**

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

### **AND**

**The Crown**

### **RE: Regulation 274 - Hiring Practices**

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

1. The parties and the Crown agree that hiring for long term occasional and permanent positions shall be as set out in Regulation 274 under the Ontario Education Act. Regulation 274 remains in force.
2. The parties agree to meet to further discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.

- a. The Committee shall address the following issues, including but not limited to:
  - i. the size of the LTO list
  - ii. the number of interview cycles
  - iii. the interview process
3. The parties agree to the following provisions for the term of this collective agreement:
  - a. Following the interview to the LTO List, unsuccessful candidates who make the request shall be debriefed within thirty (30) days of the interview and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.
  - b. The local parties may, if they choose, negotiate a capped roster.
  - c. A relocating permanent Teacher who has been employed by a public school board in Ontario may apply to another Board to be placed on the LTO List and shall be granted an interview.
  - d. Where an occasional teaching assignment extends beyond the number of LTO threshold days identified in the local collective agreement, the Board may continue the occasional teacher in the assignment if the teacher is qualified and is on the LTO list, unless the local parties have mutually agreed otherwise.
  - e. Information Disclosure to the Occasional Teacher Local Unit

The Board shall provide the following information to the

Union, upon request, as it relates to the Long Term Occasional Teacher List, Long Term Occasional Teacher assignments, and permanent teaching positions:

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



# **LETTER OF AGREEMENT #3**

## **BETWEEN**

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

## **AND**

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

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

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

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

# **LETTER OF AGREEMENT #4**

## **BETWEEN**

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

## **AND**

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

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

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

# **LETTER OF AGREEMENT #5**

## **BETWEEN**

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

## **AND**

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

## **AND**

**The Crown**

### **RE: Special Education Committee**

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

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

# **LETTER OF AGREEMENT #6**

## **BETWEEN**

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

## **AND**

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

## **AND**

**The Crown**

## **RE: Benefits**

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

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

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

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

### **1.0.0 PRINCIPLES**

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

for that group. The Trustees, as defined in 2.1.0, will develop an affordable and sustainable benefits plan that is based on the funding available to the employee groups.

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.

2.1.2 The appointed independent experts will:

- a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
- b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
- c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have

demonstrated experience with employee benefit plans.

2.1.3 All voting requires a simple majority to carry.

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

### **3.0.0 ELIGIBILITY and COVERAGE**

3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:

3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the

prior arrangements with the Board.

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

3.1.4 No individuals who retire after the Board participation date are eligible.

3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.



## **4.0.0 FUNDING**

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

4.1.1 Each Board shall pay an amount equal to 1/12<sup>th</sup> of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.

4.1.2 Upon the Board's participation date:

- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily occasional teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
- ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established

based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:

- i) there is an in-year deficit,
- ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
- iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums, then the in-year deficit in i) would be paid by the Board associated with the deficit.

4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- i. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for occasional teachers that is

cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.

- ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.

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

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

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

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

4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those

retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

#### **4.2.0 Start-up Costs**

4.2.1 The Government of Ontario will provide:

- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.
- b) A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the

payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.

- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Board(s)” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining

amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

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

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

4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-

Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

- 4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

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

### **5.1.0 Shared Services**

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

## **5.2.0 Board of Trustees' Responsibilities**

5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

- a) Validation of the sustainability of the respective Plan Design;
- b) Establishing member contribution or premium requirements, and member deductibles;
- c) Identifying efficiencies that can be achieved;
- d) Adopting an Investment Policy; and
- e) Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b) Fund claims stabilization or other reserves;
- c) Improve plan design;
- d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and



e) Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

a) Use of existing claims stabilization funds;

b) Increased member share premium;

c) Change plan design;

d) Cost containment tools;

e) Reduced plan eligibility; and

f) Cessation of benefits, other than life insurance benefits.

5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.

5.2.5 The Trust shall provide “trustee liability insurance” for all Trustees.

### **5.3.0 Accountability**

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections

regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

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

## **6.0.0      TRANSITION COMMITTEE**

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

## **7.0.0      PAYMENTS**

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

## **8.0.0 ENROLMENT**

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

## **9.0.0 ERRORS and OMISSIONS**

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.

9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12-month period.

9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board office during regular business hours upon 30 days written notice.

## **10.0.0 CLAIMS SUPPORT**

10.1.0 Each Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

10.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

## **11.0.0 PRIVACY**

11.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits

administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

## **APPENDIX A – HRIS File**

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

a) complete and accurate enrollment files for all members, member spouses and eligible dependents, including:

- i. names
- ii. benefit classes
- iii. plan or billing division
- iv. location
- v. identifier
- vi. date of hire
- vii. date of birth
- viii. gender
- ix. default coverage (single/couple/family)

b) estimated return to work dates

c) benefit claims history as required by the Trustees

d) list of approved pre-authorizations and pre-determinations

e) list of approved claim exceptions

f) list of large amount claims based on the information requirements of the Trust

- g) list of all individuals currently covered for life benefits under the waiver premium provision
- h) member life benefit coverage information

# **LETTER OF AGREEMENT #7**

## **BETWEEN**

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

## **AND**

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

### **RE: Status Quo Central Items**

#### Status quo central items

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

#### Issues:

1. Student Supervision
2. Central Issues as they affect Occasional Teacher Workload
3. Days to Long Term Occasional
4. Formula for Daily Rate
5. Other Direct Compensation
6. Class Size for All Grades



7. Staffing Levels
8. Teaching Principals and Vice-Principals
9. Return to the Teacher Bargaining Unit
10. Job Security
11. Preparation Time
12. Scheduling of Professional/Learning/Development,  
mandatory training
13. Staff Meetings

# **LETTER OF AGREEMENT #8**

## **BETWEEN**

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

## **AND**

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

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

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

#### **1. Short Term Paid Leaves**

2014-17 collective agreement terms shall incorporate the short term paid leave of absence provisions in the 2008-12 Collective Agreement and including modifications made during local bargaining in 2013, that utilized deduction from sick leave, for reasons other than personal illness. Such leaves shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year.

Provisions should reflect any local limits to these leaves that were in place. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

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

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

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

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

## **3. Pregnancy Leave Benefits**

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

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

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

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

## ETFO TEACHERS – PART B: LOCAL TERMS

### ARTICLE 1.0 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 15<sup>th</sup> 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 effected 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 1<sup>st</sup> must submit documentary evidence of a category classification by April 1<sup>st</sup> of that school year. All adjustments in salary shall be paid retroactive to January 1<sup>st</sup> 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, 2014.

YEARS	A	A1	A2	A3	A4
0	46,799	49,275	51,495	55,901	58,436
1	49,440	52,454	54,892	59,548	62,349
2	52,085	55,631	58,290	63,195	66,260
3	54,729	58,810	61,690	66,845	70,161
4	57,372	61,984	65,088	70,494	74,081
5	60,015	65,163	68,486	74,146	77,980
6	62,658	68,338	71,887	77,794	81,895
7	65,303	71,515	75,283	81,441	85,792
8	67,944	74,693	78,682	85,089	89,710
9	70,590	77,869	82,080	88,739	93,608
10	73,232	81,047	85,479	92,389	97,605
11	75,869				
12	81,047				

8.02 The following salary schedule shall be effective  
September 1, 2016.

YEARS	A	A1	A2	A3	A4
0	47,267	49,768	52,010	56,460	59,020
1	49,934	52,979	55,441	60,143	62,972
2	52,606	56,187	58,873	63,827	66,923
3	55,276	59,398	62,307	67,513	70,863
4	57,946	62,604	65,739	71,199	74,822
5	60,615	65,815	69,171	74,887	78,760
6	63,285	69,021	72,606	78,572	82,714
7	65,956	72,230	76,036	82,255	86,065
8	68,623	75,440	79,469	85,940	90,607
9	71,296	78,648	82,901	89,626	94,544
10	73,964	81,857	86,334	93,313	98,581
11	76,628				
12	81,857				

8.03 The following salary schedule shall be effective  
February 3, 2017.

YEARS	A	A1	A2	A3	A4
0	47,503	50,017	52,270	56,742	59,315
1	50,184	53,244	55,718	60,444	63,287
2	52,869	56,468	59,167	64,146	67,258
3	55,552	59,695	62,619	67,851	71,217
4	58,236	62,917	66,068	71,555	75,196
5	60,918	66,144	69,517	75,261	79,154
6	63,601	69,366	72,969	78,965	83,128
7	66,286	72,591	76,416	82,666	87,083
8	68,966	75,817	79,866	86,370	91,060
9	71,652	79,041	83,316	90,074	95,017
10	74,334	82,266	86,766	93,780	99,074
11	77,011				
12	82,266				

## **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.

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 \$971.00 in addition to his/her regular salary for a Master's Degree from a recognized university or institution.

## **ARTICLE 11.0 METHOD OF PAYMENT OF SALARY**

- 11.01 The Teacher's annual salary, divided by 24, is to be paid on the 15<sup>th</sup> and 30<sup>th</sup> 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.

12.05 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:

1. Board-wide master seniority list
2. 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 1<sup>st</sup> 1998. All seniority earned at predecessor School Boards prior to January 1<sup>st</sup>, 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 TERMINATION 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.



- 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 The Board will post in every school a notice of every teaching vacancy for at least five (5) school days prior to the position being filled. Concurrently, a copy of the posting will be sent to the local ETFO president and to each teacher on lay-off with recall rights under this agreement.
- 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 30<sup>th</sup> in the school year immediately prior to the school year for which the transfer will be effective. Teachers who have so informed the Board will be notified by mail of vacancies which arise in July or August in the school to which they wish to transfer.
- 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 30<sup>th</sup> 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.
- 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).

## **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 clause.

- 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.

## **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.

- 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.

- 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 By October 30th 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.
- 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	=	$\frac{70,660}{194} = \$364.23$

Amount of Retirement Gratuity = 36 days X 364.23  
= \$13,112  
(subject to usual deductions of income tax, etc.)

25.07 Group Life and Benefit Plans:

Refer to Part A, Section C-6.00, Benefits.

- 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.

26.03a) 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 includes father, mother, father-in-law, mother-in-law, spouse (which includes common-law or same sex relationships), son, daughter, 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.

#### 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. Leave of absence granted under this section will not exceed in the aggregate, twenty-five (25) days during the school year per school.
- 26.07.02 At the request of the Local President, the Director shall grant the Local President a leave of absence for up to one school year.
- 26.07.03 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 26.07.01.
- 26.07.04 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.

26.07.05 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.

### **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 January. 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 two (2) week 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

29.02.01 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 1<sup>st</sup> 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 15<sup>th</sup> 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 \$175 stipend per day.
- 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, 2016 the Board shall pay a professional development allowance to the Union in the amount of \$2,000.00 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:

$$\begin{array}{rcl}
 1) \frac{28,771}{43,156} & = & 66.7\% \\
 2) \frac{12,871}{43,156} & = & 29.8\% \\
 3) \frac{1,514}{43,156} & = & 3.5\% \\
 & & 100.0\%
 \end{array}$$

<u>Age</u>	<u>Index Table</u>
55or 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.

DATED AND SIGNED,


THIS 5 DAY OF May, 2017 AT MARATHON, ONTARIO

SIGNING FOR THE BOARD:

SIGNING FOR THE TEACHERS:

  
\_\_\_\_\_  
DIRECTOR OF EDUCATION,  
SGDSB

  
\_\_\_\_\_  
GENERAL SECRETARY,  
ETFO

  
\_\_\_\_\_  
SUPERINTENDENT OF  
BUSINESS,  
SGDSB

  
\_\_\_\_\_  
LOCAL PRESIDENT,  
ETFO

## 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 30<sup>th</sup> 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 be



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 30<sup>th</sup> 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.