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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) (each being a “Central Party”).

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022 inclusive.

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.5 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, as amended, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the Central Parties and agreement of the Crown.

C3.6 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, as amended notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the Parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process applies exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act, 2014*, as amended, central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.

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

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- c) The Committee shall complete its review within ten (10) days of the grievance being filed.

- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

The Parties have agreed to include in a historical appendix LOA #6 (Benefits) of the 2014-17 Agreement on Central Terms.

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement ("ETFO represented employees").

- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.
- c) Retirees who were previously represented by ETFO, and who were, and still are, members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.
- e) Eligibility is limited to long-term occasional and permanent Teachers.

C5.3 Funding

- a) All funding in c) and d) shall be subject to the following conditions:
 - i. No enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement that exceeds 1% of total benefits costs. For clarity, the total value of all Plan enhancements made up to August 31, 2022 shall not exceed 1% of the annual ETFO Teachers' Benefits Plan costs for the year in which the enhancement is made. The ETFO ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases at the ELHT's expense, should the parties request it.
 - ii. Should Plan enhancements of greater than 1% of total benefits costs be made, funding outlined in c) shall be reversed for that year beginning in the month that the Plan enhancement was made, and ETFO shall no longer be eligible for a payment under d) for the duration of the term of the collective agreement.
 - iii. Should these Plan enhancements be reversed, funding shall be reinstated at the levels outlined in c) beginning in the month that the plan enhancement was reversed. However, the eligibility for a payment under d) shall not be reinstated.
- b) Funding amounts for benefits maintenance or improvements:
 - i. September 1, 2019: 1%
 - ii. September 1, 2020: 1%
 - iii. September 1, 2021: 1%
- c) In addition to b) funding amounts for inflation:
 - i. September 1, 2019: 3%
 - ii. September 1, 2020: 3%
 - iii. September 1, 2021: 3%
- d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.
- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the ETFO Teachers' Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the Employer contributions for the ETFO Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO Trust in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

C5.9 Long Term Disability (Employee-Paid Plans)

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

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

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

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

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

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

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

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C7.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C7.2** The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C7.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C7.4** The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

Additionally, at the local level School Boards and locals shall meet regarding:

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

C9.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C10.00**STATUTORY LEAVES OF ABSENCE/SEB****C10.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to provide payment for the Teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a Teacher must access Employment Insurance (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short term disability plan.

Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement EI benefits during the absence period as specified in this plan.
- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: *Sick Leave Credits and Sick Leave Credit Gratuities*, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have ten (10) years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

The Parties agree that any current local collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than May 30, 2020 each School Board and ETFO local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #3 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the ETFO Central Labour Relations Committee (CLRC) by no later than June 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than September 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year of the collective agreement, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

Re: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

Re: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo until August 31, 2022. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local Parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*, as amended.

Issues:

- Student Supervision
- Central Issues as they affect Occasional Teacher Workload
- Formula for Daily Rate
- Staffing Levels (except as otherwise noted in this agreement)
- Teaching Principals and Vice-Principals
- Return to the Teacher Bargaining Unit
- Preparation Time (excluding scheduling)

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

Re: Class Size Data

For the school years 2020-21 and 2021-22, the Ministry of Education will provide the Parties with the data related to class size for the October and March count dates, when it becomes available. School Boards shall provide to each local a copy of the class size data as submitted to the Ministry of Education as of the September count date in each school year.

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

Re: Support for Students Committee

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

Therefore, a provincial committee, with representatives comprised of:

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

shall meet to identify and share best practices with respect to supporting students with special needs. This work will focus specifically on the integration process and instances where integration has been successful.

This committee shall meet within thirty (30) days from the date of ratification of the central agreement.

The work of the committee shall be completed by January 30, 2021 and the recommendations of best practices shall be shared with:

- Directors of Education;
- ETFO and ETFO locals; and
- the Minister of Education

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

Historical Appendix of Central Terms – For Reference Only

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 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 Upon the Board's participation date:
 - i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily Occasional Teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
 - ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
 - iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).

- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
 - v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.
- 4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:
- i) there is an in-year deficit,
 - ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,
- then the in-year deficit in i) would be paid by the Board associated with the deficit.
- 4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily Occasional Teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily Occasional Teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for Occasional Teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
 - ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for Teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.
- 4.1.5 The Trust shall determine employee co-pay, if any.
- 4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current Employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.

- 4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-up Costs

- 4.2.1 The Government of Ontario will provide:
- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
 - b) A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the start-up 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.

5.1.0 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

ETFO TEACHERS – PART B: LOCAL TERMS

ARTICLE 1 – Purpose

- 1.01 It is the intent and purpose of the Parties to maintain harmonious relationships between the Board and each Teacher in the Local and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.
- 1.02 Except for error mutually acknowledged, omission or inadvertence, it is the desire of the Parties to set forth in this agreement certain of the conditions of the employment together with the salaries and allowances which govern the Teachers who are covered by this agreement.
- 1.03 This Collective Agreement shall apply to all Teachers that are members of the Local including Occasional Teachers, who are employed by the Board. Clauses specific to Occasional Teachers are specified in the Collective Agreement.
- 1.04 The Board and ETFO recognize the importance of fulfilling their respective duties under the *Labour Relations Act*, the *Education Act*, the *Employment Standards Act*, the *Human Rights Code*, the *Occupational Health and Safety Act*, and any other statutes governing education and employment in Ontario, and all regulations there under.

ARTICLE 2 – Term

- 2.01 This Collective Agreement becomes effective on September 1, 2019 and shall remain in effect until August 31, 2022 and from year to year thereafter unless notice is given by either party pursuant to *the Ontario Labour Relations Act* Section 59.
- 2.02 Notwithstanding the period of notice stipulated in Section 59 of the *Labour Relations Act*, either Party may notify the other within the period of 180 (one hundred eighty) calendar days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications, of this collective agreement.

ARTICLE 3 – Recognition

- 3.01 The employer being The Protestant Separate School Board of the Town of Penetanguishene (hereinafter referred to as “the Board”) recognizes the Elementary Teachers’ Federation of Ontario (hereinafter referred to as “the Union”) as the bargaining agent for all Teachers and Occasional Teachers employed by the Board in its elementary panel.
- 3.02 The Local recognizes the Negotiating Committee of the Board as the body competent to represent the Board and to negotiate on its behalf.
- 3.03 The Local recognizes the right of the Board to authorize its Affiliate or any other advisor, agent, counsel, solicitor or duly authorized representative to assist or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

- 3.04 The Union shall notify the Board in writing of the names of person(s) elected to office in the Union, the Workplace Steward, and any other person authorized to represent the Teachers of Burkevale Protestant Separate School on behalf of the Union.

ARTICLE 4 – Definitions

- 4.01 Except where otherwise stated, the terms employed herein shall have the same meaning as defined or used in the *Education Act* and its regulations as amended from time to time and the *Labour Relations Act*.
- 4.02 "Additional Allowances" means allowances paid in addition to basic salary under Article 7.
- 4.03 "Basic Salary" means salary according to the salary grid in Article 7.
- 4.04 "Redundant Teacher" means a Teacher for whom no position is available for reasons other than incompetence. "Redundancy" has a corresponding meaning.
- 4.05 "Total Salary" means basic salary plus additional allowances.
- 4.06 "Seniority" means number of years employed by The Protestant Separate School Board of the Town of Penetanguishene.
- 4.07 "Board" means the Protestant Separate School Board of the Town of Penetanguishene.
- 4.08 "Local" means the Teachers employed by the Board at Burkevale Protestant Separate School.
- 4.09 "Instructional Day" shall be three hundred (300) instructional minutes commencing with the start of opening exercises or the start of instruction whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch/nutrition, and recess break(s). Opening exercises are included as part of the instructional day.
- 4.10 "Elementary Panel" refers to all Teachers from JK to 8.

ARTICLE 5 – Amendments

- 5.01 Any amendment to, addition to, deletion from, or deviation from this Collective Agreement made in writing upon mutual consent of the Parties and any such amendment, addition, deletion or deviation shall have effect from such date as shall be mutually agreed upon, as outlined in the *Labour Relations Act*.
- 5.02 A party desiring to amend under Article 5.01 shall give written notice stating the proposed alterations to the other party to this effect. The parties shall meet to negotiate the proposed amendment within 15 teaching days or receipt of the said notice.

- 5.03 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Supervisory Officer or designate, and from the President of the Simcoe County Elementary Teacher Local of the Union or designate.

ARTICLE 6 – Category Definitions

- 6.01 Category definitions shall be those outlined by the Qualifications Evaluation Council of Ontario - Teachers' Qualifications Evaluation Programme 5. No Teacher shall be adversely affected having been evaluated under a previous QECO programme.
- 6.02 a) A Teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount in addition to the increment where applicable.
- b) If a teacher completes the necessary requirement for placement in a higher salary level, the Board will adjust the salary of a teacher from the date of the course being completed, provided that the Teacher applies to Q.E.C.O. within the month of completing the course and submits evidence of such.
- 6.03 The salary, benefits and allowances agreed upon in any Collective Agreement between the Board and a Teacher shall be the salary, benefits and allowances provided for in this Agreement and any other payments or arrangements related thereto shall not be binding and shall be deemed to be contrary to the Collective Agreement.
- 6.04 Each Teacher hired by the Board after the effective date hereof shall receive the same salary and allowances received by an incumbent Teacher having the same or equal qualifications, experience and responsibility.
- 6.05 a) Previous teaching experience gained prior to the employment with this Board will be granted full recognition on the schedule up to the maximum salary for the appropriate category, provided that it is considered to be the equivalent of experience gained in the employ of this Board. Teaching experience of one half year or more, up to one full year shall be credited as one year.

- 6.05 b) A Teacher's position in the basic schedule shall be determined by the total number of years of elementary and secondary school teaching experience in Canada (prior to September 1 of current year) calculated to the nearest full year combined with the category qualifications (five complete teaching months or more shall be taken to the next full year). Teaching experience credited to the Teacher shall also include Long Term Occasional experience in the Province of Ontario and casual (daily) assignments with the Protestant Separate School Board of the Town of Penetanguishene, such that for example, twenty (20) days of accumulated experience shall equal one-tenth (1/10) of a year of credit. Teaching in schools located outside Canada may be accepted at the discretion of the Board.

6.06 Evaluations

- (a) No member of the Union shall be required or requested to evaluate another member's competence.
- (b) The current Ministry of Education's Teacher Performance Appraisal Technical Requirements Manual shall be used for Teacher Performance Appraisals (TPA) of experienced Teachers.
- (c) The current Ministry of Education's New Teacher Induction Program (NTIP) Induction Elements Manual, shall be used in the evaluation of all new Teachers as defined by NTIP.
- (d) The Teacher Performance Appraisal will be conducted in accordance with the *Education Act, Part X.2, "Teacher Performance Appraisal", Education Act, Regulation 98/02, 99/02, and Regulation 266/06.*
- (e) Notwithstanding 6.06 (d), the Performance Appraisal Process may be initiated by the Principal given that he or she has provided performance feedback and support in advance of initiating the out-of-cycle TPA.
- (f) Teachers shall only be evaluated within their primary assignments for which they hold qualifications, or are otherwise assigned by mutual consent.
- (g) Should a performance appraisal result in an unsatisfactory, the Principal or designate shall inform the Union of the rating prior to meeting with the Teacher. The Principal or designate shall discuss the rating with the affected Teacher in the presence of the Union Representative.
- (h) By the 20th Day after a Teacher has begun teaching, the Board shall disclose to the Union, the names, if any, of the Teachers who are designated to participate in the Performance Appraisal of Experienced Teachers process in that school year.

- (i) The Board shall make every reasonable effort to ensure that all observations associated with a Teacher's Performance Appraisal be concluded by May 31st.

ARTICLE 7 – Salary and Allowances

7.01 The minimum basic salary for Teachers shall be according to the following grid(s) in respect to qualification and experience.

August 31, 2019 (original)

YEARS OF EXPERIENCE	A	A1	A2	A3	A4
0	43,867	48,044	50,042	54,636	57,530
1	46,580	50,946	53,169	58,188	61,390
2	49,297	53,846	56,295	61,748	65,244
3	52,021	56,747	59,423	65,300	69,103
4	54,740	59,644	62,550	68,856	72,959
5	57,453	62,620	65,675	72,416	76,817
6	60,175	65,442	68,802	75,970	80,677
7	62,894	63,345	71,931	79,525	84,528
8	65,623	71,243	75,057	83,080	88,388
9	68,329	74,144	78,183	86,641	92,247
10	71,049	77,045	81,309	90,193	96,102
11	74,742	79,942	84,438	93,752	99,960
12	79,942				

September 1, 2019 - with 1% Increase

YEARS OF EXPERIENCE	A	A1	A2	A3	A4
0	44,305	48,524	50,543	55,182	58,106
1	47,046	51,455	53,701	58,770	62,004
2	49,790	54,384	56,858	62,365	65,897
3	52,541	57,314	60,018	65,953	69,794
4	55,287	60,240	63,176	69,545	73,689
5	58,028	63,246	66,332	73,140	77,585
6	60,776	66,096	69,490	76,729	81,484
7	63,523	69,029	72,650	80,320	85,374
8	66,279	71,956	75,807	83,911	89,272
9	69,012	74,886	78,965	87,507	93,170
10	71,759	77,816	82,122	91,095	97,063
11	75,489	80,742	85,282	94,689	100,960
12	80,742				

September 1, 2020 - with 1% increase

YEARS OF EXPERIENCE	A	A1	A2	A3	A4
0	44,748	49,009	51,048	55,734	58,687
1	47,517	51,970	54,238	59,358	62,624
2	50,288	54,928	57,427	62,989	66,556
3	53,066	57,888	60,618	66,613	70,492
4	55,840	60,843	63,807	70,240	74,426
5	58,608	63,879	66,995	73,871	78,361
6	61,384	66,757	70,185	77,497	82,299
7	64,158	64,719	73,377	81,124	86,227
8	66,942	72,675	76,566	84,750	90,164
9	69,702	75,635	79,754	88,382	94,101
10	72,477	78,594	82,943	92,006	98,033
11	76,244	81,549	86,135	95,636	101,969
12	81,549				

September 1, 2021 - with 1% increase

YEARS OF EXPERIENCE	A	A1	A2	A3	A4
0	45,196	49,499	51,559	56,291	59,274
1	47,992	52,489	54,780	59,951	63,250
2	50,791	55,477	58,001	63,619	67,221
3	53,597	58,466	61,224	67,279	71,197
4	56,398	61,451	64,446	70,943	75,170
5	59,194	64,517	67,665	74,610	79,144
6	61,998	67,425	70,887	78,271	83,122
7	64,799	70,416	74,111	81,935	87,090
8	67,611	73,402	77,331	85,597	91,066
9	70,399	76,391	80,552	89,266	95,042
10	73,201	79,380	83,772	92,926	99,014
11	77,006	82,365	86,996	96,593	102,989
12	82,365				

7.02 The Board shall pay Occasional Teachers as follows:

(a) Casual Occasional Teacher:

Effective September 1, 2005, a Casual Occasional Teacher, certified to teach in elementary schools in Ontario, shall be paid a per diem rate of 1/215 of Category A1, 0 years' experience, of the Teachers' salary grid.

(b) Long Term Occasional Teacher:

A Long Term Occasional Teacher shall be placed on the Teachers' salary grid with the recognized experience and category placement effective on the tenth (10th) consecutive day of teaching retroactive to the first (1st) day that the assignment began, regardless of whether the assignment is full or part time. The Occasional Teacher shall be paid at this rate until the expiration of the assignment.

- (c) A Teacher who is the successful applicant for a long term occasional position shall be paid as a Long Term Occasional Teacher when she/he reports for work on the first day of the assignment.

7.03 Head Teacher

- (a) A Teacher shall be designated, for the full school year, to be in charge of the school while the Principal is absent from the school. The Duties of the Head Teacher shall be determined by the Board and shared in writing with the Teacher prior to his/her accepting the role.
- (b) The Head Teacher shall continue to be a member of the Union, shall pay union dues, and shall not be responsible to evaluate or discipline a Teacher.
- (c) The Head Teacher shall be allowed the sum of one thousand five hundred (1,500.00) dollars responsibility allowance and shall be appointed by the Board each September.
- (d) A Teacher, who assumes this role for more than ½ day shall have release time provided by an Occasional Teacher.

7.04 Teacher in Charge

- (a) Should both the Principal and Head Teacher be absent at the same time, the Supervisory Officer shall appoint a Teacher in Charge. The role of a Teacher in Charge shall be voluntary for those Teachers who are not the Head Teacher. A Teacher in Charge shall continue to be a member of the Union, shall pay union dues, and shall not be responsible to evaluate or discipline a Teacher. The duties of a Teacher in Charge shall be determined by the Board and shared in writing with the Teacher prior to accepting the role.
- (b) A Teacher who assumes this role for more than ½ day shall have release time provided by an Occasional Teacher.
- (c) A Teacher who assumes this role shall be eligible for ¼ lieu for every full day accumulated in the assuming role.

ARTICLE 8 – Method of Payment

8.01 Payment Schedule

Effective September 1, 2012, annual salaries will be paid in either twenty-six (26) or twenty-seven (27) equal payments on alternate Fridays. One hundred percent (100%) of salary will be paid by August 31st.

8.02 Pro-Rated Salary

Where a Teacher commences employment or returns to work from an unpaid leave after the school year has begun, the annual salary will be paid as follows:

$$\frac{\text{Number of school days worked}}{194 \text{ days}} \times \text{Annual Salary} = \text{Salary Payable}$$

The salary payable to the Teacher will be divided into equal instalments.

ARTICLE 9 – Federation Fees

9.01 The Board shall deduct, for every pay period and for each Teacher and Occasional Teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the ETFO General Secretary within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.

The payment shall be accompanied by a dues submission list showing the names, addresses, Board email, FTE status, salary, dues deducted, member status (active/terminated/retired), member leave status (deferred/paid/preg/parental/unpaid/WSIB), and OCT#. The Board shall prove the information in electronic form in September and update the list as changes occur.

ARTICLE 10 – Preparation Time

- 10.01 (a) Effective August 31, 2012, each Teacher will be assigned a minimum of 240 minutes of preparation time free from classroom instruction supervision or other assigned duties, within each cycle of five instructional days.
- (b) A classroom Teacher is any Teacher who teaches students and includes a part-time Teacher.
- (c) Notwithstanding 10.01 (a) and (b), where a classroom Teacher does not have full-time instructional duties, such time shall be prorated accordingly.
- (d) Preparation Time shall be scheduled in blocks of not less than 30 consecutive minutes and not more than 60 consecutive minutes unless mutually agreed upon by the Principal and Teacher.
- (e) Professional Activity days shall not be considered instructional days for the purpose of scheduling preparation time.
- (f) Preparation time shall be used as determined by the Teacher. Preparation time shall be spent in the school unless the Teacher has the consent of the Principal to leave the school.

- (g) The Board shall not combine classes in order to provide scheduled preparation time.
- (h) Missed preparation time shall only be rescheduled where a Teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a Teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than ten (10) instructional days after the loss of the preparation time. Teachers shall be given at least one (1) day notice when their missed planning time will be made up.
- (i) Notwithstanding Article 10.01 (h), preparation time may be re-scheduled in the case of an emergency or when a Teacher is required to fill in for another Teacher whose absence was not foreseen by the Principal. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than ten (10) instructional days after the loss of the preparation time. Teachers shall be given at least one (1) day notice when their missed planning time will be made up.
- (j) The creation of the tentative planning time schedule, to be concluded by June 15, shall be a collaborative effort between the ETFO School Steward and the Principal or designates. A maximum of 2 days of Occasional Teacher coverage shall be provided for ETFO members on the committee.

10.02 Preparation time shall be used for professional activities and shall be assigned only during the instructional day as defined in Article 4.09.

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

10.04 a) Teachers in planning time assignments shall have their schedules arranged by the Principal. These schedules shall take into account the clause listed below.

b) Tentative schedules for the following year's teaching assignments including report card responsibilities shall be provided to teachers in a planning time assignment prior to June 30th.

ARTICLE 11 – Accumulated Sick Leave Credits

11.01 The sick leave benefit plan will provide sick leave days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

11.02 After five (5) consecutive days absence, the Board, at the discretion of the Supervisory Officer, may require a doctor's certificate. The Board shall be responsible for the cost of obtaining the medical certificate.

11.03 Absences due to the following shall be without loss or gain of salary and without loss of sick leave credits:

- a) compulsory quarantine
- b) jury duty and subpoena
- c) in the case of death in the immediate family, two (2) to (5) five days compassionate leave per family member at the discretion of the Board. Such leaves shall not be unreasonably denied.
- d) unusual urgent reasons approved by the Supervisory Officer
- e) recognized religious holy days (maximum 3 days)
- f) in the case of death of a non-immediate family member, one (1) day
- g) educational examinations involved with the Teacher's professional qualifications (1 day per occasion)
- h) One (1) day to attend the birth of their child
- i) Court dates involving custody of the child

11.04 On request of the Teacher and with prior approval of the Supervisory Officer, where possible and reasonable, a maximum of five (5) days per school year may be used to cover the following absences of a special nature without loss of salary or deduction of sick leave:

- a) serious accident or illness in the immediate family for sufficient time to alleviate the emergency condition
- b) medical or dental appointment in the immediate family
- c) bereavement leave as required by the particular circumstances
- d) attendance at birth of the Teacher's child
- e) convocation or graduation involving the Teacher, the Teacher's spouse (including common-law and same sex partners), child or parent. (1 day per occasion)
- f) moving to a new place of residence (1 day per occasion)
- g) travel needs associated with the adoption of a child. The time shall be sufficient for the member to fulfil any adoption requirements.
- h) travel needs associated with the adoption of a child. The time shall be sufficient for the member to fulfil any adoption requirements.
- i) paternity leave as required by the particular circumstances.

11.05 Three (3) personal days per school year may be used at the discretion of the Teacher. These days must be included in the maximum of five (5) days total outlined in section 11.04. This day is not to be used to extend vacation.

11.06 Absence Statement

A statement of remaining sick leave and supplemental absence credits shall be issued monthly to each employee. Errors or omissions, if any, are to be reported in writing to the Manager of Finance and Treasurer of the Board as soon as possible but no later than two (2) months after they have been discovered.

11.07 A Teacher who, due to a serious illness/injury certified by a mutually agreed upon qualified medical practitioner, has exhausted his/her sick leave credits will be granted an unpaid leave of absence by the Board.

11.08 Inclement Weather

If weather conditions make it impossible, in the opinion of the Teacher, to reach the school, the Teacher shall have two (2) absences without loss or gain of salary and without loss of sick leave credits. Any subsequent absences related to inclement weather shall be included in the maximum of five (5) days total outlined in section 11.04. As soon as is reasonably possible, the Teacher shall notify the Principal.

11.09 Fifth Disease

When a case of Fifth Disease in the school becomes known to the Principal, he or she shall notify the school staff. If a pregnant Teacher is advised by her physician not to attend the workplace where there is a known case of Fifth Disease, the Teacher may, with a doctor's note remain at home without loss or gain of salary and without loss of sick leave credits.

In this case, the Teacher may remain at home without loss or gain of salary and without loss of sick leave credits until twenty (20) days have passed since the last reported case.

The Teacher may also be assigned to an alternative work location (Board Office) where there is no known case of Fifth Disease until twenty (20) days have passed since the last reported case.

11.10 a) Where it is determined by the Teacher's practitioner through appropriate medical documentation, that a Teacher requires accommodation, the Board, in consultation with the Union and the Teacher, shall cooperatively develop an accommodation plan

b) The plans shall address working conditions, as they relate to accessibility and other factors, which may include accommodations, adaptive technologies, additional barriers and adequate modifications

- c) The plan shall include a schedule for formal reviews. A review shall also be conducted where the nature of the Teacher's disability(ies) change(s). Appropriate changes shall be made in accordance with each review as soon as possible.
- d) All reviews shall be conducted by the Board, in consultation with the Union.

ARTICLE 12 – Pregnancy and Parental Leaves

12.01 Effective Date

- (a) The Board shall grant a Teacher a pregnancy leave of at least seventeen (17) weeks and a parental leave of at least thirty-five (35) weeks or such shorter leave as the Teacher requests.
- (b) The Board will provide a weekly benefit payable for the legislative waiting period at a weekly rate equal to 100% of the Teacher's normal weekly earnings providing the Teacher complies with the conditions in the SEB plan (Article 12.11).

Normal weekly earning to be calculated as follows:

Teacher's annual earnings X 5 days

No. of days in the school year

- (c) The Board shall provide a top up to 100% of the Teacher's salary for the six (6) weeks of pregnancy leave following the waiting period.

12.02 Adoption Leave

- (a) In accordance with the *Employment Standards Act*, Adoption Leave is a Parental Leave.
- (b) Adoption leave refers to the coming of a child into custody, care and control of the parent for the first time. In the event that the child come into her/his custody, care and control sooner than expected, the Teacher may commence leave immediately.
The Teacher shall provide written or electronic notice of the leave within three (3) days after the Teacher has begun the leave.

12.03 Child Care Leave

- (a) A Teacher may make written application for an unpaid Child Care Leave; such a leave may be an extension of a pregnancy or parental leave.
- (b) No Teacher shall expect a Child Care Leave to extend for longer than a two (2) year period. This includes any time taken under Articles 12.01, 12.02, 12.03.

- (c) Any Teacher returning from a Child Care Leave which does not exceed twenty-four (24) consecutive calendar months will be reassigned to a similar position (including a position of responsibility) held prior to going on leave.

12.04 Sick Leave

Normal pregnancy is not an illness under the terms of the Sick Leave Plan. A Teacher who suffers a pregnancy-related illness, while still working, shall qualify for sick leave during the illness.

12.05 Seniority, Benefits and Teaching Experience

- (a) Seniority shall accumulate for all Pregnancy and Parental Leaves.
- (b) The Board shall pay its share of all benefits of a Teacher on a Pregnancy or Parental Leave.
- (c) Teaching experience, for the purpose of salary grid placement, shall accumulate for all Pregnancy and Parental Leaves.

12.06 Salary upon Return

When a Teacher returns to duties upon the expiration of a Pregnancy or Parental Leave, salary shall be paid in accordance to the portion of the year taught.

12.07 Termination of Leave

A Teacher may terminate a Pregnancy Leave or Parental Leave and return to work upon providing the Board with two (2) weeks' written notice.

12.08 Maximum Leave

No Teacher shall expect a Voluntary Leave of Absence (Child Care) Leave, including Pregnancy or Parental Leave, for longer than a two-year period.

12.09 Accumulation of Seniority

Seniority shall continue to accumulate during all Pregnancy, Parental and Voluntary Leave of Absence (Child Care) Leaves for a maximum of two (2) years on any one occasion.

12.10 Position upon Return

Upon the expiration of a Pregnancy, Parental or Voluntary Leave of Absence (Child Care) leave which did not exceed two years, the Teacher will be assigned a position in the same division, unless a divisional change is mutually agreed upon between the Teacher and Principal.

12.11 Supplemental Employment Benefits (SEB) Plan

- (a) The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by Teachers from Human Resources Development Canada for temporary unemployment caused by Pregnancy or Adoption Leaves.
- (b) Only Teachers granted a Pregnancy Leave or an Adoption Leave are covered by this Plan.
- (c) A Teacher must have applied for E.I. benefits before a SEB becomes payable.
- (d) The legislative waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable.

ARTICLE 13 – Participating in Benefit Plans (grayed out)

- 13.01 a) The Board shall provide Extended Health Care and Dental Plans for all Teachers and Long Term Occasional Teachers or more, applicable to the O.T.I.P. Extended Health Care Plan #7 (Riders #1, #2, #3 and #4) and the O.T.I.P. Dental Plan. A Long Term Occasional Teacher must be in the position for a minimum of sixty days in order to be eligible for this benefit. Should the Board be aware that a long term position will be sixty (60) days or more, benefits shall commence at the beginning of the assignment.
- b) Effective September 1st, 2009, premiums of a Group Life and Accident Insurance Policy containing a life insurance benefit of two hundred thousand (\$200,000.00) dollars and a double indemnity clause for accidental death will be paid on behalf of staff member(s) in their entirety.
- c) The Board will arrange to deduct and remit the necessary premiums for a Long Term Disability Plan owned by the Teachers of Burkevale Protestant Separate School. The Board assumes no responsibility whatsoever for any other administration and/or related costs.
- d) A copy of the master policy or policies of the insured benefit plans shall be given to the Union. No amendment to any plan shall be made without the written consent of the Union.
- e) As soon as feasible subsequent to the ratification of this Collective Agreement, the Employer will pay for full-time Teachers one hundred percent of the following Benefit(s):

Effective September 1, 2009, Vision Care of \$500.00 per 24 month period. For family members under eighteen (18) years of age, the coverage shall be \$500 per 12 month period.

ARTICLE 14 – Sick Leave Credit Gratuity (Applies only to Teachers on staff hired before June 30, 1998)

14.01 Any Teacher who has served a minimum of five (5) years with this Board and retires due to any of the following conditions shall be entitled to a Sick Leave Credit Gratuity:

- a) Permanent disability as defined by The Ontario Teachers' Insurance Board of Ontario.
- b) Eligibility for receiving a pension from the Teachers' Pension Plan.
- c) Has attained the age of 62 and retired from the teaching profession.

14.02 The gratuity shall be calculated as follows:

$$\frac{N}{200} \times \frac{S}{2} \quad \text{where}$$

N - is the number of unused accumulated sick leave credit days at the time of separation from the Board as a Teacher and or academic official, and

S - is the annualized salary at the time of retirement all subject to the following conditions:

- i. In accordance with the *Education Act, 1990*, whereby in no case shall the gratuity be in excess of the amount of one-half (1/2) of the year's salary at the rate received by the employee immediately prior to his/her termination of employment.
- ii. All personnel may elect to receive his/her gratuity in one (1) to three (3) payments. In this, all are advised to consult their income tax office to ascertain the most advantageous plan.

14.03 A Teacher hired by the Board on or after September 1, 1998, will be entitled to benefit from the following plan, subject to the terms described below:

- (a) A member will, upon successful completion of his/her probationary period, be enrolled in the Service Gratuity Plan. The Service Gratuity Plan will generate a one-time service gratuity payment of \$5,500.00 which may be deposited into an RRSP in the member's name and at the member's discretion in the first month of the member's eleventh (11th) continuous year of employment.

- (b) In order to qualify for a service gratuity, the member's last period of ten (10) years of continuous employment must have commenced on or after September 1, 1998, and the member must remain in the employ of the Board, for an additional four months, past the 10th anniversary of the date the Teacher became a probationary member of this collective agreement. Additionally, the Teacher must have sixty (60) unused sick leave credits as of the first month of the member's eleventh (the) continuous year of employment.
- (c) If a Teacher does not have sixty (60) unused sick leave credits, the service gratuity will not be paid until the Teacher accumulates sixty (60) unused sick leave credits.

ARTICLE 15 – Redundancy of Certified Elementary School Teachers

- 15.01 A "Redundant Teacher" means a Teacher for whom no position is available within the elementary system for reasons other than incompetence.
- 15.02 When a teaching position is declared by the Board to be redundant, the reduction shall be accomplished, if possible, by attrition through a retirement or a resignation of an elementary school Teacher from the system.
- 15.03 When by May 1, there is no evidence that the elimination of the position can be accomplished as in 15.02, the reduction shall be accomplished by the termination of the contract of an elementary Teacher who is on permanent contract.
- 15.04 Teachers on permanent contract will be declared redundant according to a seniority list.
Seniority shall be determined as follows:
 - a) on the basis of total length of employment as an elementary Teacher with the Board, and with the exceptions based on the requirements for the Education Act and Regulations (i.e. French Teachers and Special Education Teachers).
 - b) on the basis of total length of employment as an elementary Teacher in Ontario, and where such is equal, then
 - c) on the basis of total length of employment as a Teacher in Ontario, and where such is equal, then
 - d) on the basis of total length of employment as a Teacher in Canada, and where such is equal, then
 - (e) on the basis of lot, conducted jointly by the Parties.
- 15.05 A Teacher released due to redundancy shall receive a letter to that effect on or before November 30 and May 31, to be effective December 31 and June 30 respectively.

- 15.06 No Teacher may be hired until all qualified Teachers covered by this agreement, released due to redundancy during the past two (2) years, have had first priority for the available openings starting with the last released Teacher.
- 15.07 If a Teacher who was released due to redundancy refuses to take an open position when the Teacher is deemed qualified by the Board, then that Teacher forfeits his/her rights to be rehired under the redundancy clause and at any future openings he/she will be treated as equal to any other applicant.
- 15.08 Teaching job opportunities will be posted five (5) school days prior to external posting or consideration of external candidates.

15.09 Mutual Rights and Understandings

- 15.09.1 No Teacher, Long Term Occasional Teacher, Daily Occasional Teacher shall be demoted, discharged, dismissed, or disciplined in any way without just and sufficient cause. Such cause shall be provided to the Teacher in writing, within five (5) school days, to a maximum of 10 (ten) calendar days, from the time the Teacher is informed of any such action.

No Occasional Teacher, who has completed the forty (40) day probationary period shall be demoted, discharged, dismissed, or disciplined in any way without just and sufficient cause. Such cause shall be provided to the Teacher in writing, within five (5) school days, to a maximum of ten (10) calendar days, from the time the Teacher is informed of any such action.

- 15.09.2 Prior to the imposition of any of the actions listed in (1), there shall be a meeting held between the Teacher and a Board representative to discuss the matter. The Teacher shall have the right to have a representative of the Union present. Should the Board fail to hold such a meeting, any of the actions listed in (1) which the Board may have decided to impose, shall be null and void.

- 15.09.3 The right to manage and conduct the business of the Board resides with the Board, and its administration, except to the extent specifically modified by a provision of this agreement. Without limiting of the foregoing, the Board's rights shall include:

- a) the right to hire, assign, evaluate, promote and demote Teachers;
- b) the right to discipline Teachers for just cause;
- c) the right to dismiss Teachers subject to their rights as Teachers under the *Education Act*;
- d) the right to terminate Redundant Teachers;
- e) the right to determine the services and courses to be provided and to alter, eliminate, establish or change services and courses;

- f) the right to determine the programmes offered by the school, the subjects to be taught;
- g) the right to determine class size, the selection of individuals to positions of responsibility, the hours of school, the school year; and
- h) the right to make, change and enforce reasonable rules and regulations and all other such aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the Province of Ontario.

ARTICLE 16 – EXPENSES

16.01 Special convention fees and kilometrage at a rate specified by Board Policy will be paid by the Board for Teachers or Long Term Occasional Teachers if prior approval has been given by the Principal.

16.02 The Board will budget annually a sum adequate to allow as many Teachers as possible to attend professional development workshops, subject to the availability of funds at the discretion of the Board. The Principal shall allocate available funds.

ARTICLE 17 – Deferred Leave of Absence

17.01 Description:

The Deferred Leave of Absence Plan has been developed to allow Teachers the opportunity of taking one (1) school year's leave of absence. A deferment may be arranged in an X/Y ratio, where X is the number of years to work before the year of leave, and Y is the number of years to work before the leave plus the year of leave.

Qualifications:

- a) A Teacher employed by the Board for a minimum of two (2) consecutive years, subject to the approval of the Board.
- a) Must be submitted to the Board before the end of March in the year prior to the commencement of the proposed Deferred Leave of Absence Plan.
- b) The Board's intentions shall be communicated before the end of May in the year prior to the commencement of the proposed Deferred Leave of Absence Plan.
- c) Every effort shall be made by the Board to find a suitable replacement for a Teacher, who has been accepted into a Deferred Leave of Absence Plan, for the time that he/she will be on leave. If the Board cannot find a qualified replacement, the Teacher must be notified by the Board no later than the end of March prior to the commencement of the leave. In this instance, a Teacher may choose to remain in the plan or may withdraw.

- d) Before a final approval is granted, the Teacher must sign a contract agreeing to the terms of the leave.

Conditions:

- a) Leave may not be for more than one (1) school year.
- b) By the last teaching day in March, in the year of the leave, the Teacher on leave must confirm, in writing to the Board, his/her intention to return at the end of his/her leave.
- c) Provided the position still exists (subject to Article 15 Redundancy of Certified Elementary School Teachers), and provided that the Teacher on leave has confirmed in writing to the Board his/her intention to return at the end of his/her leave, the Teacher shall be guaranteed a position with the Board and shall return to his/her original position (including position of responsibility) in the school.
- d) While on leave, the Teacher shall continue to accrue seniority with The Protestant Separate School Board of the Town of Penetanguishene.
- e) The replacement for the Teacher on leave shall be considered to be placed only while the Teacher is on leave.
- f) Teachers wishing to retain employee benefits coverage must assume the full cost of benefits during the leave. The payment must be made in full before the beginning of the leave.

Monetary Arrangements:

- a) A Teacher may request that the Board deposit an agreed upon percentage or sum of the Teacher's monthly salary into an account in the Teacher's name for a designated period of time at the bank of the Teacher's choice.
- b) A Teacher may alter the amount of the salary deduction by giving the Board sixty (60) days' notice in writing.
- c) A Teacher wishing to make contributions to the Ontario Teachers' Pension Plan Board must comply with the requirements of the *Teachers' Pension Act, 1989* and must make such arrangements prior to the commencement of a leave.

17.02 Final approval, in writing, will be given to the Teacher requesting the deferred leave of absence by the last day of March in the year before the leave is to commence.

ARTICLE 18 – Leave of Absence

18.01 With the approval of the Board, a Teacher may be granted a leave of absence without pay in other circumstances, except as provided for elsewhere in this agreement. On the termination of the leave of absence without pay the Teacher will be reinstated without loss of seniority or benefits accrued to the commencement of the leave.

ARTICLE 19 – Educator Exchanges

19.01 The Board will consider Teacher applications for Educator Exchanges in accordance with policies set forth by the Ministry of Education.

ARTICLE 20 – Grievance Procedures

20.01 A grievance shall be defined as any question, dispute, or difference of opinion involving interpretation, application, administration, or alleged violation of any term, provision or condition of this agreement, or conduct or actions not conforming to the *Teaching Profession Act* or the *Education Act*, including the question of whether a matter is arbitral. The parties agree to resolve all grievances as expeditiously as possible.

20.02 The time limits fixed for the grievance procedure under this Agreement may be extended or abridged upon the written consent of the Board and the Union.

20.03 One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Union.

20.04 Step 1 – Informal Stage

- (a) A Teacher or group of Teachers, who has a complaint relating to the interpretation, application, administration, or alleged violation of this Agreement, shall inform the Principal. Such a complaint shall be brought to the attention of the Principal stating the specific clauses allegedly being contravened and the remedy being sought. The Principal will inform the Supervisory Officer and shall convene a meeting with the grievers(s) within five (5) school days, and attempt to resolve the complaint informally. The Principal shall inform the grievers(s) of his/her decision within five (5) school days of the meeting. The Teacher or group of Teachers may have the assistance of the Union Steward.
- (b) If the griever(s) is not satisfied with the decision of the Principal at the informal stage, the Union may lodge a grievance on behalf of the griever(s), as provided herein.

20.05 Step 2

The Union shall submit the grievance in writing, setting out the facts of the grievance together with the provisions of the agreement claimed to have been violated and the proposed remedy. The grievance shall be submitted to the Supervisory Officer within fifteen (15) teaching days of the decision of the Principal at the informal stage. The Supervisory Officer shall meet with the Union representative(s) and the grievor(s) within ten (10) teaching days following receipt of the grievance. The Supervisory Officer shall investigate, hear and discuss the grievance with Union. Every effort shall be made by the parties to settle the dispute. Within ten (10) teaching days of the meeting, the Supervisory Officer shall forward his/her written decision, together with the reason(s) therefore, to the Union.

20.06 Step 3

Failing settlement as outlined in Article 20.05, the Union may, within ten (10) teaching days, submit the grievance to the Board Committee. The Board shall investigate the grievance and forward its written decision within fifteen (15) days of receipt of the grievance together with the reason(s) therefore, to the Union.

20.07 Step 4

Failing settlement as outlined in Article 20.06, the Union may, within ten (10) teaching days of the receipt of the written decision provided therein, give the other party written notice of its desire to submit the grievance to final, binding arbitration. Whenever possible, the grievance shall be heard by a single arbitrator mutually agreed to by the parties. Should there be no agreement on a single arbitrator, the grievance shall be referred to an Arbitration Board. Each party shall be responsible for naming its nominee to the Arbitration Board. The nominees shall agree to an appropriate chair or request that one be appointed by the Ministry of Labour. The single Arbitrator or the Arbitration Board shall hear and determine the grievance and shall issue a decision. The decision shall be final and binding upon the parties.

20.08 The Arbitration Board shall not make any decision, which is inconsistent with any Statute or any Regulation made there under, or the provisions of this collective agreement, nor which serves to alter, modify or amend any part of this collective agreement.

20.09 There shall be no strike, picketing or lockout during the term of this agreement or of any renewal of this agreement.

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

ARTICLE 21 – LEAVE FOR PUBLIC OFFICE

21.01 The Board shall grant a leave of absence without pay to a Teacher for the purpose of campaigning for or serving as a member of: the Legislative Assembly of Ontario, the House of Commons, or the local council of a municipality. The Teacher shall continue to accumulate seniority for the period of the leave.

ARTICLE 22 – Working Conditions

22.01 Lunch Break

Each Teacher shall be entitled each school day to a continuous period of not less than forty (40) minutes for lunch free from assigned duties.

22.02 Extra-Curricular Activities

It is understood that extra-curricular activities are voluntary.

22.03 Staff Meetings

- (a) Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers.
- (b) Regularly scheduled staff meetings shall be held no more than once per month and there shall be no more than ten (10) per school year.
- (c) Each meeting shall be no more than seventy-five (75) minutes in length.
- (d) When regularly scheduled staff meetings are held after school, they shall start no later than 15 minutes after the end of the instructional day, unless unforeseen circumstances occur. These meetings may include administrative and Teachers issues, professional development, training and other matters aligned with school and Board goals.
- (e) Health and safety will be included on the agenda of every staff meeting.
- (f) Teachers are expected to attend regularly scheduled staff meetings.
- (g) Teachers shall have the right to place items on every staff meeting agenda.
- (h) The ordering of items on the agenda is to be determined by the Principal.
- (i) An agenda shall be distributed electronically to all Teachers no later than noon of the meeting day.
- (j) The final ten (10) minutes of every staff meeting shall be dedicated to Union issues.

- (k) School issues shall be a standing agenda item and discussion topics may be added by both administration and staff prior to the meeting.

22.04 Professional Development Activities

No Teacher shall be requested or required to participate in professional development activities that fall outside the students' instructional program, exclusive of preparation time, lunch and scheduled intervals.

22.05 Teaching Assignment

Prior to May 15, staff shall be provided with their tentative teaching assignments for the following school year. These assignments shall take into account the Teachers preference along with the Principal's school plan. Staff shall be assigned in a fair and equitable manner and the school plan shall take into account a Teacher's experience and expertise but in all cases staff shall only be assigned to areas for which they are qualified or assigned to by mutual agreement between the Principal and the Teacher.

22.06 Assessment Days

- (a) In the 2009-10 school year, one Professional Activity day will be designated for the purpose of assessment and completion of report cards. The day will be designated in the calendar prior to the first reporting period and shall occur at least one (1) week and not more than three (3) weeks prior to the due date for report cards to be submitted to administration.
- (b) Effective 2010-11, two Professional Activity Days will be designated for the purpose of assessment and completion of report cards: one prior to the first reporting period and one prior to the second reporting period, and each day shall occur at least one (1) week and not more than three (3) weeks prior to the due date for report cards to be submitted to administration respectively.
- (c) The Professional Activity Days as per (a) and (b) above, shall be used for activities related to assessment, evaluation and the completion of report cards as determined by the Teacher.
- (d) Teachers shall be permitted to work from home on the designated report card writing days provided they have given prior written notification to their principal.

22.07 Peer Coaching and Mentoring

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

22.08 Occupational Health and Safety

- (a) The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees. The Board and ETFO agrees to fulfil its obligation under the Occupational Health and Safety Act (OHSA) and all applicable legislation.
- (b) The Board recognizes that every Teacher has the right to work in an environment free from harassment, violence and threats of violence. The Board shall take every reasonable precaution for the protection of Teachers from harassment, violence or threats of violence.
- (c) No Teacher shall be discharged, penalized or disciplined in any way for making a complaint relating to health and safety or for exercising their right to refuse unsafe work.
- (d) Any Teacher who is absent from work as a result from verified harassment related to the work place, shall have any sick leave related to the issue be re-instated within the current school year.

22.09 Union Release Time

The absence of a Teacher designated for Union business shall be allowed without loss of salary or sick leave credits and subject to acknowledgement by the Supervisory Officer. The Board shall be reimbursed by the Union for the costs of the Occasional Teachers associated with the above mentioned absence of the Union designated Teacher.

22.10 P.A. Day in Lieu

When a P.A. Day is designated as a day for interviews with parents, and a Teacher has conducted interviews in the evenings, the Teacher shall be granted one-half lieu day to be taken on the P.A. Day.

It is understood that the one-half day of lieu time is at no additional cost to the Board.

ARTICLE 23 – Supervision

- 23.01 For the purposes of the supervision provisions of this collective agreement, supervision time shall be defined as the time a Teacher is assigned to supervise students outside the three hundred (300) minute instructional day as defined in Article 4.09. Unless specifically assigned, Teachers shall not be required to perform supervisory duties outside of the instructional day as defined in Article 4.09.

For clarification, supervisory duties include assigned duties such as yard duty, hall duty, bus duty and lunchroom duty and any other assigned duties undertaken before the beginning of opening exercises in the morning or the beginning of instruction whichever occurs first, the commencement of classes following the lunch interval, nutritional breaks or recess and after the school day.

- (i) Effective September 1, 2005, the Board shall make every reasonable effort to ensure that no Teacher is required to perform in excess of one hundred (100) minutes of supervision time in a five (5) day instructional week provided only that student safety is protected and subject to there being no additional cost to the school board;
- (ii) Effective September 1, 2006, the Board shall ensure that no Teacher is required to perform in excess of one hundred (100) minutes of supervision time in a five (5) day instructional week provided only that student safety is protected and subject to there being no additional cost to the school board;
- (iii) Effective September 1, 2007, the Board shall ensure that no Teacher is required to perform in excess of eighty (80) minutes of supervision time in a five (5) day instructional week provided only that student safety is protected and subject to there being no additional cost to the school board. Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.

23.02 The tentative supervision Schedule for each following school year shall be created collaboratively with the Principal, School Steward and two Teachers, selected by staff, serving as committee members. A maximum of 2 days of Occasional Teacher coverage shall be provided for ETFO members on the committee.

- (i) Supervision shall be assigned by the Principal on as equitable a basis as possible in consultation with each Teacher taking into account the Teacher's preferences.

ARTICLE 24 – Administration Secondment

- (a) The Board may appoint a Teacher, currently employed by the Board, on a one (1) year secondment basis to act as Principal of the school.
- (b) The Teacher shall be entitled to return to their former position in the Union if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Union provided that the Teacher's term as Principal does not exceed (194) workdays within any given school year.

ARTICLE 25 – Personnel Records

- (a) A Teacher may request access to his/her Board Personnel File by making a written request to the Supervisory Officer. The file may only be viewed at the Board office in the presence of the Supervisory Officer or designate. The only recognized non-medical Personnel File for a Teacher shall be maintained by the Supervisory Officer of the Board.
- (b) A disciplinary report may be removed from a Teacher's file at the discretion of the Supervisory Officer.

- (c) All documents of a disciplinary nature to be placed in a Teacher's personnel file shall have a space for the Teacher's signature. The signature shall be deemed to be an acknowledgement of receipt only. Teachers will be provided copies of such documents, when issued.
- (d) After three (3) years since date of issue, a Teacher may request that a disciplinary report contained in a Teacher's personnel file be removed from the file. Such requests shall not be unreasonably denied provided that there is no other disciplinary action during that period of time. In the event that a request to remove disciplinary material is denied, the Union may appeal the decision by filing a grievance.
- (e) Notwithstanding the above, documents for which there is a statutory requirement for retention shall not be removed. Performance appraisals and supporting documentation are not disciplinary and are not subject to removal.
- (f) Where a Teacher authorizes in writing that the Union may have access to her/his personnel file, the Board shall provide such access, at the Board office in the presence of the Supervisory Officer or designate, as well as copies of materials contained therein, if also authorized and requested.

ARTICLE 26 – Hours of Work for Record of Employment

26.01 For the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, full-time Teachers shall be deemed to have worked eight (8) hours each week day they are employed. Part-time Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

ARTICLE 27 - Retired Teachers

27.01 Any retired Teacher having previously taught for the Protestant Separate School Board of the Town of Penetanguishene shall, upon application, be placed on the OT roster and the LTO list.

MEMORANDUM OF AGREEMENT

BETWEEN

**The Elementary Teachers' Federation of Ontario
(the "Federation")**

AND

**The Protestant Separate School Board of the Town of Penetanguishene
(the "Board")**

WHEREAS the Federation and the Board have entered into a Collective Agreement; and

WHEREAS the Parties have had discussions related to Article 25.00 – Administration
Secondment from Schedule A; and

WHEREAS the terms of this agreement are done on a without prejudice and without
precedent basis:

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Board may appoint a Teacher, currently employed by the Board, for a further one (1) year secondment basis to act as Principal of the school;
2. The Teacher shall be entitled to return to her/his former position in the Union if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Union provided that the Teacher's term as Principal does not extend beyond August 31, 2017;
3. This Memorandum of Agreement shall expire on August 31, 2017.

Signed this ____ day of _____, 2021.

For The Protestant Separate School Board of the Town of Penetanguishene:

_____ Board Chair

_____ Supervisory Officer

_____ Manager of Finance and Treasurer

For the Elementary Teachers' Federation of Ontario:

_____ ETFO Deputy Secretary

_____ Provincial ETFO Representative

_____ Local ETFO Representative