

Rainy River District School Board

September 1, 2019 to August 31, 2022

Elementary Teachers' Collective Agreement

ETFO - RAINY RIVER DISTRICT TEACHERS' LOCAL

**ETFO - RAINY RIVER DISTRICT TEACHER LOCAL
COLLECTIVE AGREEMENT**

TABLE OF CONTENTS: PART A – CENTRAL TERMS

ARTICLE		PAGE
C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	1
	C1.1 Separate Central and Local Terms	1
	C1.2 Implementation	1
	C1.3 Parties	1
	C1.4 Single Collective Agreement	1
C2.00	DEFINITIONS	1
C3.00	LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL	2
	C3.1 Single Collective Agreement	2
	C3.2 Term of Agreement	2
	C3.3 Where Term Less Than Agreement Term	2
	C3.4 Term of Letters of Understanding	2
	C3.5 Amendment of Terms	2
	C3.6 Notice to Bargain	3
C4.00	CENTRAL GRIEVANCE PROCESS	3
	C4.1 Definitions	3
	C4.2 Central Dispute Resolution Committee	3
	C4.3 The grievance shall specify	4
	C4.4 Referral to the Committee	4
	C4.5 Mediation	5
	C4.6 Arbitration	5
C5.00	BENEFITS	6
	C5.1 ELHT Benefits	6
	C5.2 Eligibility and Coverage	6
	C5.3 Funding	6
	C5.4 Full-Time Equivalent (FTE) and Employer Contributions	8
	C5.5 Benefits Committee	8
	C5.6 Privacy	8
	C5.7 Benefits not provided by the ETFO ELHT	8
	C5.8 Payment in Lieu of Benefits	9
	C5.9 Long Term Disability (Employee-Paid Plans)	9
C6.00	SICK LEAVE	9
	C6.1 Sick Leave/Short Term Leave and Disability Plan	10
C7.00	CENTRAL LABOUR RELATIONS COMMITTEE	13
C8.00	MINISTRY/SCHOOL BOARD INITIATIVES	13
C9.00	DIAGNOSTIC ASSESSMENT	13

C10.0	STATUTORY LEAVES OF ABSENCE/SEB	15
	C10.1 Family Medical Leave or Critical Illness Leave	15
	C10.2 Pregnancy Leave	16
C11.00	CLASS SIZE/STAFFING LEVELS	17
APPENDIX A	RETIREMENT GRATUITIES	18
	A. Sick Leave Credit-Based Retirement Gratuities	18
	B. Other Retirement Gratuities	18
LETTER OF AGREEMENT #1	RE: Sick Leave	19
LETTER OF AGREEMENT #2	RE: Online Reporting Tool for Violent Incidents	20
LETTER OF AGREEMENT #3	RE: Half Day of Violence Prevention Training	21
LETTER OF AGREEMENT #4	RE: Professional Activity (PA) Days	22
LETTER OF AGREEMENT #5	RE: Occasional Teacher Ability to Lock the Classroom Door	23
LETTER OF AGREEMENT #6	RE: Employment Insurance (EI) Rebate	24
LETTER OF AGREEMENT #7	RE: Status Quo Central Terms	25
LETTER OF AGREEMENT #8	RE: Class Size Data	26
LETTER OF AGREEMENT #9	RE: Support for Students Committee	27
LETTER OF AGREEMENT #10	RE: Provincial Working Group- Health and Safety	28
	HISTORICAL APPENDIX OF CENTRAL TERMS-FOR REFERENCE ONLY	29
	LETTER OF AGREEMENT #6- RE:Benefits	29

**ETFO - RAINY RIVER DISTRICT TEACHER LOCAL
COLLECTIVE AGREEMENT**

TABLE OF CONTENTS: PART B

ARTICLE		PAGE
ARTICLE 1	PURPOSE	41
ARTICLE 2	STRIKE OR LOCKOUT	41
ARTICLE 3	SCOPE AND RECOGNITION	41
ARTICLE 4	UNION DUES	41
ARTICLE 5	RIGHTS AND RESPONSIBILITIES	42
ARTICLE 6	DEFINITIONS	43
	6.01 Part Time Teacher	43
	6.02 Teacher-in-Charge	44
	6.03 Consultant	44
	6.04 Coordinator	44
ARTICLE 7	PROBATIONARY PERIOD	45
ARTICLE 8	SENIORITY	45
ARTICLE 9	STAFFING	46
ARTICLE 10	NEW OR VACANT POSITIONS	47
	10.01 New Positions	47
	10.02 Vacant Positions	48
ARTICLE 11	TRANSFERS	49
ARTICLE 12	SURPLUS	49
ARTICLE 13	REDUNDANCY	52
ARTICLE 14	PAYMENT SCHEDULE	54
	14.01 Salary Grids	54
	14.02 Method of Payment	56
	14.03 Credit for Teaching Experience	56
	14.04 Category Placement	57
	14.05 Category Change	57
	14.06 Documentary Proof for New Hires	57
	14.07 Allowance for Additional Responsibility	58
	14.08 Post Graduate Degree Allowance	59
ARTICLE 15	BENEFIT PLANS	59
	15.01 Long Term Disability Insurance Plan	59

ARTICLE		PAGE
ARTICLE 16	TRAVEL BETWEEN SCHOOLS	60
	16.01 Allowance	60
	16.02 Travel Time	60
ARTICLE 17	RETIREMENT GRATUITY	60
ARTICLE 18	PREPARATION TIME AND SUPERVISION	61
	18.01 Preparation Time	61
	18.02 Supervision	62
ARTICLE 19	SICK LEAVE	63
ARTICLE 20	PERSONAL LEAVE	63
ARTICLE 21	EXTRA CURRICULAR LEAVE	64
ARTICLE 22	COMPASSIONATE LEAVE	64
ARTICLE 23	BEREAVEMENT LEAVE	64
ARTICLE 24	ATTENDANCE AT COURT OR TRIBUNAL	65
ARTICLE 25	QUARANTINE	65
ARTICLE 26	PREGNANCY, PARENTAL OR ADOPTION LEAVE	65
ARTICLE 27	PART TIME TEACHER AND JOB SHARING PLAN	67
ARTICLE 28	ADMINISTRATIVE LEAVES	67
	28.01 Leave for Principal & Vice Principal Experience	68
	28.03 Acting Administrative Positions	68
ARTICLE 29	LEAVE COMMITTEE	68
ARTICLE 30	DEFERRED SALARY LEAVE PLAN	69
ARTICLE 31	TEACHER EXCHANGE LEAVE	72
ARTICLE 32	OTHER LEAVES	72
ARTICLE 33	UNION RELEASE TIME/LEAVE	73
ARTICLE 34	ACCESS TO INFORMATION	74
	34.02 Personnel Files	74
ARTICLE 35	HARASSMENT POLICY	75
ARTICLE 36	OCCUPATIONAL HEALTH AND SAFETY	75
ARTICLE 37	MEDICAL AND PHYSICAL PROCEDURES	75
ARTICLE 38	GRIEVANCE PROCEDURE	75
	38.01 Definitions	75
	38.02 General Guidelines	76
	38.03 Complaint	76
	38.04 Step One	77
	38.05 Step Two	77
	38.06 Policy Grievance	78
	38.07 Arbitration	78
	38.08 Cost of Arbitration	78
	38.09 Cost to Individual Teacher	78
	38.10 Grievance Mediation	79
ARTICLE 39	COPIES OF THE COLLECTIVE AGREEMENT	79

ARTICLE		PAGE
ARTICLE 40	PROFESSIONAL DEVELOPMENT	79
ARTICLE 41	ASSESSMENT DAYS	79
ARTICLE 42	STAFF MEETINGS	79
ARTICLE 43	PEER COACHING AND MENTORING	80
ARTICLE 44	LABOUR RELATIONS COMMITTEE	80
LETTER OF UNDERSTANDING	SYSTEM ASSESSMENT DAY	81
APPENDIX A	MEMORANDUM OF AGREEMENT FOR A DEFERRED LEAVE PLAN	82
APPENDIX B	JOB VACANCY OR NEW POSITION POSTING	83
APPENDIX C	TEACHER TRANSFER/EXCHANGE REQUEST FORM	84
APPENDIX D	COURSE SUBSIDY APPLICATION	85
AGREEMENT OF CONTRACT		87

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 STLDP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: 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 startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Board(s)” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers’ and employees’ premium share.
- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

- 4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the Parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a) Validation of the sustainability of the respective Plan Design;
 - b) Establishing member contribution or premium requirements, and member deductibles;
 - c) Identifying efficiencies that can be achieved;
 - d) Adopting an Investment Policy; and

- e) Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b) Fund claims stabilization or other reserves;
 - c) Improve plan design;
 - d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e) Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a) Use of existing claims stabilization funds;
 - b) Increased member share premium;
 - c) Change plan design;
 - d) Cost containment tools;
 - e) Reduced plan eligibility; and
 - f) Cessation of benefits, other than life insurance benefits.
- 5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 5.2.5 The Trust shall provide “trustee liability insurance” for all Trustees.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

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

9.0.0 ERRORS and OMISSIONS

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

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

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

10.0.0 CLAIMS SUPPORT

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

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

11.0.0 PRIVACY

11.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

APPENDIX A – HRIS File

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

- a) complete and accurate enrollment files for all members, member spouses and eligible dependents, including:
 - i. names
 - ii. benefit classes
 - iii. plan or billing division
 - iv. location
 - v. identifier
 - vi. date of hire
 - vii. date of birth
 - viii. gender
 - ix. default coverage (single/couple/family)

- b) estimated return to work dates

- c) benefit claims history as required by the Trustees

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

- e) list of approved claim exceptions

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

- g) list of all individuals currently covered for life benefits under the waiver premium provision

- h) member life benefit coverage information

ETFO TEACHERS – PART B

Article 1 PURPOSE

- 1.01 It is the intent and purpose of the Parties in this Collective Agreement, hereinafter referred to as the "Agreement", to set forth certain of the conditions of employment together with the salaries, the allowances and related benefits which govern the Teachers who are covered by the Agreement.
- 1.02 It is the intent and purpose of the Parties to maintain harmonious relationships between the Board and each member of the Local and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.

Article 2 STRIKE OR LOCKOUT

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

Article 3 SCOPE AND RECOGNITION

- 3.01 The employer being the Rainy River District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its elementary panel save and except Occasional Teachers, in accordance with the Education Act.
- 3.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 3.03 Any amendment to this agreement shall be made in writing upon mutual consent of the Board and Local and shall have effect from such date as shall be mutually agreed upon.

Article 4 UNION DUES

- 4.01 The Board shall deduct, for every pay period and for each Teacher, Union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary no later than the end of the month following the date on which the deductions were made. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.

- 4.02 The payment shall be accompanied by a dues submission list showing the names, OCT Number, FTE Status, annual salary and dues and assessments deducted. The Board shall provide this information in electronic form.
- 4.03 The Union and/or the Local shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and/or the Local.

Article 5	RIGHTS AND RESPONSIBILITIES
------------------	------------------------------------

- 5.01 The Board and the Union agree to abide by the Education Act, the Ontario Labour Relations Act, the Employment Standards Act, the Ontario Human Rights Code and all regulations thereunder.
- 5.02 The Board and the Union agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability or by reason of membership or activity in the Union.

The Board recognizes that it has an obligation to act in accordance with applicable legislation in the accommodation of Teachers with a disability(ies). The Board shall provide education and training as required under the Accessibility for Ontarians with Disabilities Act, 2005. Such training shall take place during the work day.

- 5.03 The Teacher Performance Appraisal (TPA) shall be conducted in accordance with the Education Act and its relevant regulations, in accordance with the Board's policies and procedures.
- 5.04 The Board shall have a Policy and Procedure for the evaluations. Any such Policy/Procedure shall be developed in consultation with the Union. Teachers shall only be evaluated in accordance with this Policy/Procedure.
- 5.05 Only Supervisory Officers, and Principals and Vice Principals shall evaluate a Teacher's competence. No member of the Union shall be required or requested to evaluate a Teacher's competence.
- 5.06 The Principal shall notify the Local ETFO President within three (3) working days of a post observation meeting at which a Teacher receives an unsatisfactory/development needed rating. At the conclusion of any such meeting, the Teacher will be encouraged to contact their Local ETFO President.

Where any performance appraisal has resulted in an unsatisfactory/development needed rating, the Principal will meet with the Teacher and a representative of ETFO as soon as is reasonably practicable to share the improvement plan and the resources to be provided.

- 5.07 No Teacher shall be disciplined or dismissed without just and sufficient cause. There shall be a lesser standard of just and sufficient cause applied to Probationary Teachers. Such cause shall be communicated in writing within ten (10) school days from the time the Teacher is informed of such action being taken.
- 5.08 When a Principal or Supervisor calls a Teacher to a meeting which may result in discipline or discharge, the Principal or Supervisor shall inform the Teacher of the nature of the meeting. For such a meeting the Teacher is entitled to Union representation.
- 5.09 A Teacher shall notify the Board by November 30 of the Teacher's intention to resign effective December 31 and by April 30 of the Teacher's intention to resign effective June 30 or August 31. Nothing herein prevents a Teacher and the Board from mutually agreeing to the Teacher's resignation at any time.
- 5.10 On or before October 31, the Board shall make available to the Teachers in paper or electronic format the following:
 - 1) Credit for teaching experience
 - 2) Category classification
 - 3) Salary and allowances
 - 4) Accumulated sick leave credits
 - 5) Personal Leave Days
- 5.11 Within one month of any negotiated change in salary or change in qualifications, the Board shall provide a revised statement to the Teacher(s) affected.
- 5.12 It is understood that a Teacher's participation in extracurricular activities is voluntary.

Article 6	DEFINITIONS
------------------	--------------------

- 6.01 Part time Teacher - A Teacher employed by the Board on a regular basis for other than full time duty. Salary, allowances, benefits, teaching experience and Professional Activity days will be pro-rated for part time Teachers. Part time

Teachers who are requested to attend a PD day beyond the part time assignment will be paid for the full day. The scheduling of attendance at Professional Activity days will be determined by the Teacher and the Principal.

- 6.02 Teacher-in-Charge - A Teacher appointed by the Principal/Vice Principal who has the authority necessary to ensure continuance of normal school functions and make decisions in emergency situations during the absence of the Principal and/or Vice Principal. It is understood that the Teacher must consent to the appointment. The Teacher-in-Charge shall not be required to evaluate or discipline any Teachers in the course of assigned duties or to suspend students.

The Board will endeavor to provide release time for a Teacher who assumes the Teacher-in-Charge duties, except in the case of an emergency and subject to the availability of an Occasional Teacher. For further clarity, such release time will be either a half-day or full-day.

- 6.03 Consultant- A Teacher appointed by the Board for a fixed term after using the process outlined in **Article 10** (excluding **10.02.04**) who shall supervise subjects or programs as designated by the Board and shall assist Teachers in the subjects or programs in maintaining proper standards and improving methods of instruction. After the fixed term has expired, the position will be re-posted and filled using the procedures outlined above. For further clarity, incumbents may apply for a position that has been re-posted.
- 6.04 Coordinator – A Teacher appointed by the Board for a fixed term after using the process outlined in **Article 10** (excluding **10.02.04**) who shall coordinate subjects or programs as designated by the Board and shall assist Teachers in the subjects or programs in maintaining proper standards and improving methods of instruction. After the fixed term has expired, the position will be re-posted and filled using the procedures outlined above. For further clarity, incumbents may apply for a position that has been re-posted.
- 6.05 The length of the school year shall be the minimum required under the Education Act. Teachers shall not be mandated to work any days preceding (or following) the official start (end) of the school year.
- 6.06 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties.
- 6.07 The instructional day shall be 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 and recess/nutrition break(s).

Article 7 PROBATIONARY PERIOD

- 7.01 There shall be a probationary period of two (2) years for newly hired Teachers with less than three (3) years teaching experience. There shall be a probationary period of one (1) year for newly hired Teachers with three (3) or more years teaching experience.

Article 8 SENIORITY

- 8.01 The Seniority List in place on August 26, 2013, shall be the initial Seniority List. This initial Seniority List indicates the ranking of Teachers hired prior to August 27, 2013 and will not be updated except to remove the names of Teachers who are no longer employed by the Board (e.g. Teachers who have retired, resigned, been dismissed etc.). For clarity, these Teachers on the initial Seniority List are senior to any Teachers hired on or after August 27, 2013 who are added to the Seniority List as per **8.02**.
- 8.02 All Teachers hired on or after August 27, 2013, will be listed in order of seniority below the least senior Teacher on the initial Seniority List as determined by applying the following:
- a) most recent date of hire to a position in the Bargaining Unit and where that is equal
 - b) total employment as a Permanent or Probationary Teacher with the Board and its predecessors in the elementary panel and where that is equal
 - c) total employment as a Permanent, Probationary or Occasional Teacher with the Board and when that is equal
 - d) total other employment as a Permanent or Probationary Teacher and where that is equal
 - e) by lot jointly conducted by the Parties or by representatives designated by the Parties.
- 8.03 For the purposes of seniority, the date of hire is the date on which a Teacher's contract is to begin. For clarity, approved leaves of any nature shall not defer or delay the date of hire for the purposes of the Seniority List.
- 8.04 The calculation of seniority and the ranking resulting from tie breakers above will be calculated only one time based on information at the date of hire.
- 8.05 One (1) year seniority will be accumulated for full time or part time employment for each school year. For further clarification, one (1) year of

seniority shall be accumulated for each 1.0 FTE or less assignment for the entire school year.

- 8.06 For Teachers who work for less than an entire school year, seniority for fractional years of employment shall be rounded up to the nearest one tenth (1/10) year credit.
- 8.07 On or before September 30 and March 1, the Board shall draw up a Seniority List of all elementary school Teachers in its employ. This Seniority List shall be posted in each school or place of employment and provided to the President of the Local. This list shall include the seniority of each Teacher covered by this Collective Agreement in decreasing ranking of seniority and the factors which determine the seniority status of each Teacher.
- 8.08 The name of a Teacher who is on Administrative Leave (**Article 28**) shall be recorded on an addendum to the Seniority List.
- 8.09 Errors in the calculation of a Teacher's seniority shall be brought to the attention of the Board by the President or designate within fifteen (15) working days of being posted in the school or the list shall be deemed correct.

Article 9	STAFFING
------------------	-----------------

- 9.01 In a school containing both secondary and elementary students, the teaching staff shall be determined independently with the needs of each dealt with as a separate educational entity. A full timetable for a Teacher in such a school will be three hundred (300) instructional minutes.

In a school containing both secondary and elementary students there may be an interchange of teaching assignments between staffs provided no displacement of an elementary Teacher results. The Teacher involved will be consulted with regard to teaching assignments. The secondary teaching assignment shall be assigned with the Teacher's consent where the Teacher is not qualified for the assignment. Preparation time will be pro-rated in accordance with the assignment in the two (2) panels.

- 9.02 The Board shall endeavour to limit class size in a division within a school to the following number of students:
 - JK 18
 - K 20
 - P 22
 - J & I 28

It shall be the responsibility of the Administration to investigate any class that exceeds the suggested class size by five (5) by September 30 and January 31. Where a need is recognized, special assistance will be granted.

9.03 Each Teacher will be provided with an opportunity to communicate their request for a teaching assignment to the Principal prior to April 30.

9.03.01 By June 15, the Principal will endeavor to inform Teachers of their tentative teaching assignment(s) for the following school year.

9.04 A District School Board Staffing Committee shall be established composed of two (2) Union Representatives and two (2) Board Representatives. The Staffing Committee may request the attendance of resource personnel who are employees of the Board. Prior to May 15, the Staffing Committee shall meet to examine and to make recommendations relating to the number of Teachers to be assigned according to the projected enrolments and needed programs for schools.

9.05 The Board shall prepare and share with members of the Staffing Committee, before the scheduled meeting, the following information:

- a) a seniority-based list of Surplus Teachers and Teachers requesting voluntary transfers and administrative transfers including current FTE and location; and
- b) a list of known available vacant positions including FTE and location.

9.06 In the event that a school is to be opened, closed or substantially reconfigured / reorganized, a meeting will be called of the Labour Relations Committee to discuss the implications for Teachers.

9.07 In the event of a school opening, closure or consolidation, the Teachers in the affected schools will be given an opportunity to express their interest in transferring.

Article 10 NEW OR VACANT POSITIONS
--

10.01 New Positions

Although the Board has the sole right to create or to designate a new position which comes within the scope of this Agreement, it is agreed that the salary and the additional allowance for such a position shall be arrived at by

consultation with authorized representatives of the Local before the new position is advertised or the appointment is made.

10.02 Vacant Positions

10.02.01 Where a vacancy or new position occurs in the elementary teaching staff, it shall be posted electronically for a period of four (4) working days before the vacancy shall be advertised elsewhere in order that qualified Teachers within the system shall have the first opportunity to submit applications for the position as posted on the approved form (**see Appendix B – Posting Template**).

If the vacancy or new position is a term position (such as a coordinator/consultant), the length of the term shall be stipulated in the posting.

10.02.02 Duration of Posting - A minimum of four (4) working days after the date of posting will be provided before the closing date of application. All postings shall specify a 4:30 p.m. closing time.

10.02.03 Interview Procedure - Interviews shall be granted to all qualified full and part time Teachers who apply and who are covered by this Agreement. Where the number of applicants exceeds five (5), a short list of five (5) most senior qualified applicants shall be identified and those shall be interviewed.

10.02.04 When a part time Teacher wishes to teach full time and when a position becomes available, the part time Teacher will be given priority and preference over external candidates if they are qualified for the position when the position becomes available.

10.02.05 Notice of vacancies during the summer months shall be posted electronically. A copy will be emailed to the President of the Local.

10.02.06 Permanent vacancies which become available after the beginning of the school year will be advertised to take effect at:

- i) The end of a reporting period
- ii) The Tuesday after Thanksgiving
- iii) March Break
- iv) The beginning of the next school year
- v) Any other time as agreed to by the Union and the Board

Article 11 TRANSFERS

11.01 No transfer shall occur as a result of disciplinary action.

11.02 Any transfer outside an area shall be by mutual consent. Areas are:

1. West	Riverview, McCrosson-Tovell
2. Central	Donald Young, Crossroads, Sturgeon Creek, Sturgeon Creek Annex
3. East	J. W. Walker, Robert Moore, Gr. 7 & 8 FFHS
4. Nestor Falls	
5. Atikokan	North Star, Gr. 7 & 8 AHS
6. Mine Centre	

The Board shall provide rationale to any Teacher being administratively transferred. This person will not be transferred during the following three (3) years except by the Teacher's request.

Where, on request of the Board, a Teacher agrees to a transfer out of area, the Board will bear the cost of moving subject to the conditions outlined in Board Policy.

This clause will not apply in cases of redundancy.

11.03 Voluntary transfers will be governed by the Teacher Transfer/Exchange Request Form (see Appendix C). Teachers who wish to transfer to another school for the following school year shall submit requests no later than April 30 of each school year.

11.04 Prior to May 7, the Board shall meet with the Local President of ETFO to share transfer requests, and administrative transfers.

11.05 In the event of any administrative transfer of Teachers within this school district, the Teachers affected by the move shall be notified in person and in writing on or before May 20. This notification shall take place at the end of the Teacher's instructional day.

Article 12 SURPLUS

12.01 For the purposes of this article, a Surplus Teacher is a Teacher for whom there will be no teaching position at the Teacher's present school for the upcoming school year.

- 12.02 The Board shall determine the elementary school staffing needs for the upcoming year no later than May 15. In the event that grant funding is not available prior to May 15, the parties agree to extend the date herein by mutual consent.
- 12.03 The Director of Education or designate will notify the Local President of ETFO and the Teacher or Teachers identified as surplus on or before May 20 or within five (5) days after the mutually agreed upon extended date as governed by **12.02**. The notification of the Teacher shall take place in person at the end of the instructional day.
- 12.04 All Surplus Teachers will be notified in writing of available positions. Positions for the next instructional year that become available after the end of the current instructional year shall continue to be offered to all Surplus Teachers during the summer months. Vacancies will be offered to Surplus Teachers based on seniority and qualifications.
- 12.05 As a result of declaring a Teacher surplus in the system, a need for a transfer of a Teacher may result. Transfers will continue to be handled by Senior Administration with minimum changes to the educational system.
- 12.06 The Board will ensure that the Surplus Teacher or Teachers are the most junior Teacher or Teachers on the Seniority List within a school and then within a zone. The decision is in accordance with the Operation of Schools-General and the Education Act.
- 12.07 A Teacher declared surplus to zone may transfer to an equivalent FTE position of a Teacher in another zone who has less seniority and is the most junior Teacher on the Seniority List. In respect to the above process, in the case where there is no teaching position of equal FTE, the Surplus Teacher may transfer to the position of a Teacher in another zone who has less seniority and is the most junior Teacher on the Seniority List with the next highest FTE.
- 12.08 A Teacher who has been declared surplus may choose to follow the guidelines in **12.07** and be transferred to a vacant position for which they are qualified. A Surplus Teacher may be transferred to a vacant position for which they are not qualified, providing that they have the necessary course prerequisites and providing that they agree to become qualified for the new position within one (1) year of appointment.
- 12.09 A Surplus Teacher who accepts a position for which they are not qualified and for which the Teacher does not become qualified within one (1) year of the appointment will be declared surplus following this year. However, during this

second declaration of surplus, the Teacher is required to have the necessary qualifications for the vacant position.

- 12.10 Surplus Teachers may decline up to three (3) equivalent positions as they become available. All Surplus Teachers will be notified in writing of available positions. Should the Surplus Teacher decline all three (3) equivalent positions the Surplus Teacher will be placed on leave until the subsequent school year's staffing process. Surplus Teachers shall have the option of applying for internal positions as they become available for up to two (2) years.
- 12.11 If a Surplus Teacher declines a position of equivalent FTE and chooses to accept or remain in a position of lesser FTE, the Teacher may take a leave until the subsequent school year's staffing process for the remaining portion of the FTE. Such Surplus Teacher shall have the option, based on seniority, of vacancies as they occur prior to such vacancies being posted internally.
- 12.12 With due consideration to school programming, a Surplus Teacher who has chosen the option of returning to a position of lesser FTE will be extended the opportunity based on seniority to increase the Surplus Teacher's FTE to the level the Surplus Teacher was at previously as vacancies occur prior to such vacancies being posted internally.
- 12.13 A Teacher who has taken a position in another zone because of surplus will be given priority to transfer back to their original zone if an opening subsequently occurs provided they apply to the Board for a transfer by January 1 of the current school year. In the situation of more than one (1) Teacher being eligible, seniority shall apply.
- 12.14 A Part Time Teacher may not automatically increase assignment time as a direct result of being declared surplus.
- 12.15 Protection of Special Programs
 - 12.15.01 Protection will be afforded to a Teacher of a special program who would otherwise be declared surplus only in the event that this would eliminate the program.
 - 12.15.02 As an alternative, before a Teacher of a special program is declared surplus, resulting in the elimination of the program, the second most junior Teacher will have the option of becoming qualified to teach in the special program, provided that they have the necessary course prerequisites and agrees to become qualified for the new position within one (1) year of appointment.

12.15.03 If this Teacher refuses the above option, then that Teacher will become the Surplus Teacher. The Teacher of the special program will be retained.

12.16 Notwithstanding the above noted processes, Teachers remaining Surplus shall be offered all known and available LTO vacancies by seniority. If an LTO position is accepted, the Teacher will remain in that LTO position until the completion of that assignment, or until such time as a permanent position becomes available to which the Surplus Teacher is entitled under the Collective Agreement.

12.17 A Teacher declared surplus who accepts an LTO position retains all rights of recall to a permanent position, and will earn full salary while employed as an LTO unless the LTO position is less than full time, in which case their salary shall be pro-rated accordingly. While working in an LTO position, the Teacher will follow the terms of the ETFO-OT Collective Agreement. While working in an LTO position, the Teacher remains a member of the ETFO Rainy River Teacher Local; however, the Union dues for this Teacher will be submitted to the ETFO Provincial Office with the ETFO Rainy River Occasional Teacher Local dues.

Article 13	REDUNDANCY
-------------------	-------------------

13.01 For the purposes of this article, a Redundant Teacher is a Teacher for whom no teaching position will be available in the jurisdiction of the Board in the following school year.

13.02 The Board shall determine the elementary school staffing needs for the upcoming year no later than May 15. In the event that grant funding is not available prior to May 15, the parties agree to extend the date herein by mutual consent.

13.03 When after considering all of the attrition factors, the Board deems that the number of Teachers presently exceeds the number of Teachers required for the upcoming year, the Board shall inform the Local President of ETFO of excess Teachers and provide enrolment projections for reaction within a five (5) day period.

13.04 The Board will ensure that the Redundant Teacher or Teachers are the most junior Teacher or Teachers on the Seniority List and the decision is in accordance with the Operation of Schools-General and the Education Act.

13.05 The Director of Education or designate will notify in writing the Local President of ETFO and the Teacher or Teachers identified as redundant on or before May 20 or within five (5) days after the mutually agreed upon extended date as

governed by **13.02**. This notification shall take place at the end of the instructional day.

- 13.06 Redundant Teachers, by seniority, will be notified by telephone that an offer of available positions is being sent to them via email. The Teacher will have a choice of the available positions for which the Teacher is qualified or shall become qualified within one year of appointment. The Teacher will have two (2) working days from the date of receipt of notification to make a decision and reply.
- 13.07 With due consideration to school programming, a Redundant Teacher who has returned to a position of lesser FTE will be extended the opportunity to increase the Redundant Teacher's FTE to the level the Redundant Teacher was at previously as vacancies occur prior to such vacancies being posted internally.
- 13.08 A Redundant Teacher who accepts a position for which they are not qualified and for which the Teacher does not become qualified within one (1) year of the appointment will, during the spring/summer staffing period of that school year, be offered any vacancies for which the Teacher is qualified. The Teacher will remain on the Redundancy List as set out in **13.10**.
- 13.09 Consideration for teaching vacancies shall cease and the Board shall have no further obligation if the Teacher refuses a vacancy for which the Teacher is qualified and which is equal to the FTE position the Teacher previously held in the elementary panel or after stating willingness to become qualified does not become qualified for the new position within one (1) year of appointment, or fails to notify the Board by September 30 annually or enters into a contract with another Board.
- 13.10 If no position becomes available, a Teacher who has been declared redundant will continue to be offered all vacant positions for which the Teacher is qualified or is willing to become qualified, provided they have the necessary course prerequisites, within one (1) year of appointment, in subsequent years provided the Teacher informs the Board in writing by September 30 annually of interest to remain on the Redundancy List. The Teacher must supply a return mailing address and a current telephone number to the Board in order to receive job vacancy postings.
- 13.11 A Part Time Teacher may not automatically increase assignment time as a direct result of redundancy. A Redundant Teacher may not increase their time if any part time Teacher with more seniority has submitted to the Director or designate an application for an increase in assignment prior to April 1 of the preceding year.

13.12 Notwithstanding the above noted processes, Teachers remaining Redundant shall be offered all known and available LTO vacancies by seniority. If an LTO position is accepted, the Teacher will remain in that LTO position until the completion of that assignment, or until such time as a permanent position becomes available to which the Redundant Teacher is entitled under the Collective Agreement.

13.13 A Teacher declared Redundant who accepts an LTO position retains all rights of recall to a permanent position, and will earn full salary while employed as an LTO unless the LTO position is less than full time, in which case salary shall be pro-rated accordingly. While working in an LTO position, the Teacher will follow the terms of the ETFO-OT Collective Agreement. While working in an LTO position, the Teacher remains a member of the ETFO Rainy River Teacher Local; however, the Union dues for this Teacher will be submitted to the ETFO Provincial Office with the ETFO Rainy River Occasional Teacher Local dues.

Article 14	PAYMENT SCHEDULE
-------------------	-------------------------

14.01 Grids

August 31, 2019

Yrs. Exp.	Category				
	A	A1	A2	A3	A4
0	49,008	49,464	52,923	59,519	64,508
1	51,676	52,715	56,167	62,769	67,756
2	54,343	55,965	59,423	66,022	71,008
3	57,007	59,218	62,672	69,275	74,257
4	59,671	62,469	65,921	72,526	77,507
5	62,338	65,719	69,176	75,776	80,761
6	65,000	68,976	72,423	79,031	84,011
7	67,665	72,228	75,678	82,282	87,263
8	70,330	75,478	78,931	85,533	90,513
9	72,999	78,729	82,181	88,785	93,767
10	75,665	81,982	85,431	92,034	97,018
11	78,330	85,233	88,686	95,288	100,270
12	85,234				

Sept. 1, 2019

Yrs. Exp.	Category				
	A	A1	A2	A3	A4
0	49,498	49,959	53,452	60,114	65,153
1	52,193	53,242	56,729	63,396	68,434
2	54,887	56,525	60,018	66,682	71,718
3	57,577	59,810	63,299	69,968	74,999
4	60,268	63,094	66,580	73,252	78,283
5	62,961	66,376	69,867	76,534	81,569
6	65,650	69,666	73,147	79,821	84,851
7	68,341	72,950	76,435	83,104	88,136
8	71,033	76,233	79,720	86,389	91,418
9	73,729	79,516	83,003	89,673	94,704
10	76,421	82,802	86,286	92,954	97,989
11	79,113	86,085	89,573	96,241	101,273
12	86,086				

Sept. 1, 2020

Yrs. Exp.	Category				
	A	A1	A2	A3	A4
0	49,993	50,459	53,987	60,715	65,805
1	52,715	53,774	57,296	64,030	69,118
2	55,436	57,090	60,618	67,349	72,435
3	58,153	60,408	63,932	70,668	75,749
4	60,871	63,725	67,246	73,985	79,066
5	63,591	67,040	70,566	77,299	82,385
6	66,307	70,363	73,878	80,619	85,700
7	69,024	73,680	77,199	83,935	89,017
8	71,743	76,995	80,517	87,253	92,332
9	74,466	80,311	83,833	90,570	95,651
10	77,185	83,630	87,149	93,884	98,969
11	79,904	86,946	90,469	97,203	102,286
12	86,947				

Sept. 1, 2021

Yrs. Exp.	Category				
	A	A1	A2	A3	A4
0	50,493	50,964	54,527	61,322	66,463
1	53,242	54,312	57,869	64,670	69,809
2	55,990	57,661	61,224	68,022	73,159
3	58,735	61,012	64,571	71,375	76,506
4	61,480	64,362	67,918	74,725	79,857
5	64,227	67,710	71,272	78,072	83,209
6	66,970	71,067	74,617	81,425	86,557
7	69,714	74,417	77,971	84,774	89,907
8	72,460	77,765	81,322	88,126	93,255
9	75,211	81,114	84,671	91,476	96,608
10	77,957	84,466	88,020	94,823	99,959
11	80,703	87,815	91,374	98,175	103,309
12	87,816				

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

14.02 Method of Payment

14.02.01 A Teacher's annual salary shall be paid semi-monthly on the 15th of the month and the last day of the month from September to August. Semi-monthly pays are calculated as annual salary divided by 24. Should any pay date fall on a weekend or a holiday, payment will be made on the last business day prior to that date.

14.02.02 On the dates stipulated above, the Board shall issue to each Teacher a statement indicating the Teacher's salary and allowances, if any, and the deductions made therefrom. The Board shall pay the Teacher by direct deposit on or before the dates stipulated above.

14.02.03 Where a Teacher is employed to work only part of the school year, the Teacher shall be paid a salary in proportion to the number of days which the Teacher is employed to work relative to the total number of school days in the school year.

14.03 Credit for Teaching Experience

Approved teaching experience will be calculated on September 1 of every year for the purposes of placement on the salary grid. Approved teaching experience is experience as a Permanent Teacher, Probationary Teacher, Long Term Occasional Teacher (effective September 1, 2002), and such other experience in teaching as established at the time of hiring. For the purposes of this clause long term occasional teaching shall be defined as long term occasional teaching experience earned after January 1, 1998. It shall be the responsibility of the Teacher to provide the Board with all relevant statements of teaching experience.

14.03.01 Teaching experience for a full time assignment for a full school year shall be recognized as one full year credit.

14.03.02 Teaching experience for less than a full time assignment and/or less than a full school year shall be recognized as follows:

- a) Less than 0.5 assignment or less than one (1) half school

year: partial credit equal to partial assignment.

b) Where a Teacher has partial years of credit because of teaching less than a 0.5 assignment or less than a school year, the partial years of credit will be totaled in months and divided by 10 to determine the number of years and any remainder of 5 or more months shall be rounded up to the next year.

c) A 0.5 assignment or more for half school year or more; one (1) full year credit.

14.03.03 In no case shall a Teacher receive more than one (1) full year's credit for a combination of teaching experience within one school year.

14.04 Category Placement

Each Teacher's category classification on the salary grid shall be determined by QECO program 4 or QECO 5 at the option of the Teacher.

14.05 Category Change

14.05.01 A Teacher shall provide the Board with a QECO Statement of Evaluation for a higher salary category change.

14.05.02 If the QECO Statement of Evaluation is submitted that the Teacher was so qualified prior to the first day of school, the Teacher's salary shall be adjusted as of the first day of the school year. If the Teacher becomes qualified after the first day of the school year, the Teacher's salary shall be adjusted effective to the date of completion of the course that qualifies the Teacher for a change in category.

14.05.03 To protect the retroactive adjustment, the QECO Statement of Evaluation must be provided by the Teacher to the Board by August 31 of the school year in which the application for category change was submitted.

14.06 Documentary Proof for New Hires

The onus shall be upon the Teacher to provide documentary proof of the following upon entering employment or upon a change in Category (as outlined above):

1. Teacher certification
2. Teaching experience
3. Related experience
4. QECO Statement of Evaluation

To protect the retroactive adjustment, all documentation must be provided by the Teacher to the Board by August 31 of the year of hire; otherwise, should the deadline of August 31 not be met, pay will be adjusted as of the date of submission of documentary proof to the Board.

14.07 Allowance for Additional Responsibility

14.07.01 Teacher-in-Charge Allowance

- (i) Effective August 31, 2019 Teachers designated to be the Teacher-in-Charge will be paid at a rate of \$31.69 per half day or less, and \$63.37 for more than one (1) half day up to one full instructional day.
- (ii) Effective September 1, 2019 Teachers designated to be the Teacher-in-Charge will be paid at a rate of \$32 per half day or less, and \$64 for more than one (1) half day up to one full instructional day.
- (iii) Effective September 1, 2020 Teachers designated to be the Teacher-in-Charge will be paid at a rate of \$32.32 per half day or less, and \$64.64 for more than one (1) half day up to one (1) full instructional day.
- (iv) Effective January 27, 2021 Teachers designated to be the Teacher-in-Charge will be paid at a rate of \$ 32.65 per half day or less, and \$65.29 for more than one (1) half day up to one full instructional day.

14.07.02 Consultant/Coordinator Allowance

- (i) Effective August 31, 2019 the maximum allowance for a full time Consultant and Coordinator will be \$6575.42. If less than full time the allowance will be pro-rated accordingly, e.g. Half time Consultant shall receive \$3288.23.
- (ii) Effective September 1, 2019 the maximum allowance for a full time Consultant and Coordinator will be \$6641.17. If less

than full time the allowance will be pro-rated accordingly, e.g. Half time Consultant shall receive \$ 3321.11.

(iii) Effective September 1, 2020 the maximum allowance for a full time Consultant and Coordinator will be \$6707.58. If less than full time the allowance will be pro-rated accordingly, e.g. Half time Consultant shall receive \$3354.32.

(iv) Effective January 27, 2021 the maximum allowance for a full time Consultant and Coordinator will be \$6774.66. If less than full time the allowance will be pro-rated accordingly, e.g. Half time Consultant shall receive \$3387.86.

14.08 Post Graduate Degree Allowance

Effective August 31, 2019 the Board shall pay an allowance of \$914 per annum. Effective September 1, 2019 the Board shall pay an allowance of \$923.14 per annum. Effective September 1, 2020 the allowance shall be \$932.37 per annum. Effective September 1, 2021 the allowance shall be \$941.70 per annum for one (1) Master's Degree from an Ontario University or equivalent degree as recommended by the College of Education, University of Toronto, or one (1) specialist's certificate if it is not used in the evaluation for category placement. A Teacher is entitled to an allowance for the Master's Degree or the specialist's certificate but not both.

Article 15	BENEFIT PLANS <i>See Part A, Section C-5, Benefits</i>
-------------------	--

15.01 Long Term Disability Plan

15.01.01 A member on Long Term Disability Insurance Leave of Absence remains an employee with the Board throughout the period of the leave and maintains the rights of a member under the terms of the Collective Agreement.

15.01.02 A member on Long Term Disability Insurance Leave of Absence shall continue to accumulate seniority at the same rate as if they were not on leave.

15.01.03 A member on Long Term Disability Insurance Leave of Absence shall be subject to the surplus/redundancy Procedures during the period of leave.

15.01.04 Upon termination of the Long Term Disability Insurance Leave of Absence, the member shall return to their previous teaching position or a comparable one to that held at the commencement of the leave, subject to the surplus/redundancy Procedures.

Article 16 TRAVEL BETWEEN SCHOOLS

16.01 Allowance

That in the case of Teachers who must travel between schools, a travel allowance will be paid on a monthly basis to the Teacher providing transportation exclusive of home to school distance. The amount of payment is to be set by Board Policy. Travel between schools as a result of a Teacher's request will not be compensated for under this clause.

16.02 Travel Time

Teachers who have been assigned to travel between schools shall be relieved of supervisory duties for a time equivalent to the time normally spent travelling.

A Teacher who is assigned duties at two (2) or more locations shall be provided with adequate time to travel between locations. Such time shall be exclusive of preparation time or lunch time/nutrition break.

Article 17 RETIREMENT GRATUITY

See Part A, Section C5 & Part A, Appendix A

17.01 When a Teacher who has at least 10 years of continuous service with the Board or its predecessors retires on a pension or is entitled because of age to a deferred pension, or who after ten (10) years of continuous service, is forced to retire due to illness but still merits a pension according to the Teacher's Pension Plan Board Act, the Board will pay to the Teacher accumulated leave in the form of a retiring allowance.

17.02 In these cases, the ten (10) years continuous service must immediately precede the retirement year.

17.03 The allowance will be calculated on the basis of half (1/2) the number of sick leave days standing to the Teacher's credit times two hundred (200) of the

Teacher's annual salary at the time of retirement to a maximum of fifty percent (50%) of annual salary in accordance with the intention of the Education Act (1974) section 155 (8).

- 17.04 The recipient shall receive one (1) lump sum payment by July 8 unless the Teacher informs the Board in writing that the Teacher wishes to defer part of the payment to the following January.
- 17.05 In the event of the death of a Teacher who has been employed by the Board, or one of its predecessor Boards for a minimum of ten (10) consecutive years immediately prior to their death, a sick leave credit gratuity based on the formula in **Article 17.03** shall be paid to their estate.
- 17.06 A Teacher who submits a resignation by January 31 that is accepted by the Board, shall receive their retirement gratuity prior to the end of February on the understanding that any adjustment for overpayment or underpayment will be made to salary at the end of the school year.

Article 18	PREPARATION TIME AND SUPERVISION
-------------------	---

- 18.01 Preparation Time:
 - a) In addition to preparation time provided during Professional Activity days or otherwise under this collective agreement the Board shall ensure that in developing class and teacher timetables, Principals shall schedule the equivalent of two hundred forty (240) minutes per cycle of five (5) instructional days of preparation time during the instructional day, as defined in **Article 6.07**, free from classroom instruction, supervision or other assigned duties, for each full time Teacher.
 - b) Preparation time shall be scheduled in blocks of no shorter than thirty (30) minutes.
 - c) Preparation time shall be used for professional activities as determined by the teacher and shall be assigned only during the students' instructional day as defined in **Article 6.07**.
 - d) Teachers on part time assignment shall have the amount of preparation time pro-rated as per their teaching assignment.
 - e) Professional Activity days shall not be considered instructional days for the purpose of scheduling preparation time.
 - f) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the

increase in elementary teacher preparation time above the 2008-09 level, to enable full time school-based teaching assignments in the arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.

- g) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within twenty (20) consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for Teachers. The Board may not use the aggregated additional minutes of preparation to hire Occasional Teachers to provide teacher coverage, as opposed to regular Specialist Teachers.
- h) Missed preparation time shall only be rescheduled where a Teacher is required by the Principal to provide instruction during their scheduled preparation time for a Teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three (3) months after the loss of the preparation time and in any event within the same school year.
- i) In cases where a Teacher has been unable to resolve an issue at the school level with respect to the rescheduling of missed preparation time, the record shall be made available to the Local upon request.

18.02 Supervision

- a) 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 6.07**. Unless specifically assigned, Teachers shall not be required to perform supervisory duties outside of the instructional day as defined in **Article 6.07**.
For greater certainty, supervisory duties include assigned duties such as yard duty, hall duty, bus duty and lunchroom duty and other assigned duties undertaken before the start of opening exercises or the start of instruction in the morning, whichever comes first, and the commencement of classes following the lunch/nutrition break.
- b) The maxima of supervision time for elementary Teachers will be eighty (80) minutes within each period of five (5) instructional days. Scheduled supervision duties include; but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.
- c) Teachers on part time assignment shall only be required to perform a

pro-rated amount of supervision time in accordance with their teaching assignment.

- d) Principals will create a draft supervision schedule and make it available electronically to the staff prior to the first instructional day. Throughout the school year, revised schedules will also be provided to staff electronically.

Article 19	SICK LEAVE <i>See Part A, C-7.00, Sick Leave</i>
-------------------	--

- 19.01 The Board will provide sick leave in accordance with the Central Terms above.

Article 20	PERSONAL LEAVE
-------------------	-----------------------

- 20.01 A Teacher teaching full time with the Board will be eligible for one (1) Personal Leave day. A Teacher teaching full time with the Board who has six (6) or more years of service with the Board at the start of the school year, will be eligible for a second Personal Leave day.
- 20.02 A Teacher teaching part time will be eligible for the Personal Leave days in **20.01** above, pro-rated to the Teacher's FTE for the school year.
- 20.03 Where possible a Teacher should give at least three (3) days notice of request.
- 20.04 Assignments and lesson plans are to be left by the Teacher going on a leave.
- 20.05 A Teacher may use only two (2) consecutive school days for any leave period.
- 20.06 Personal Leave days are not cumulative from year to year.
- 20.07 The Board reserves the right to limit Personal Leaves. Personal Leaves are subject to the availability of Occasional Teachers.
- 20.08 Requests for Personal Leave will be honoured on a first-come, first-served basis except in cases of emergency; therefore, employees are encouraged to make requests for this leave as far in advance as practicable. There is no need to give a statement as to the reasons for the leave, merely a request for the day.
- 20.09 At the discretion of the Director or designate, more Personal Leave days or more consecutive Personal Leave days may be granted.

- 20.10 A Teacher shall be entitled to two additional Personal Leave days per year pro-rated for part time Teachers. The Teacher shall reimburse the Board for each day at the full cost of an Occasional Teacher. This day will not be deducted from accumulated sick leave.

Article 21	EXTRA CURRICULAR LEAVE
-------------------	-------------------------------

- 21.01 A Teacher participating in extracurricular activities that involve more than fifty (50) hours shall be entitled to one (1) extra Personal Leave Day per year. The hours shall be monitored and tracked by the Principal. This day must be taken in the school year in which it was earned or in the first term of the next school year and by mutual agreement of the Teacher and the Principal.

Article 22	COMPASSIONATE LEAVE
-------------------	----------------------------

- 22.01 Two (2) days shall be granted by the Director or designate for the Teacher to attend to the serious illness or injury of a member of the immediate family (spouse, children, parents, siblings). Child shall include a person to whom the Teacher stands in the position of a parent. Spouse shall include a common-law or same sex partner with whom the Teacher resides. Teachers must exhaust Personal Leave Days prior to requesting Compassionate Leave.
- 22.02 An extension of the leave shall be agreed upon by the Teacher and the Director or designate.

Article 23	BEREAVEMENT LEAVE
-------------------	--------------------------

- 23.01 Leave for the day of death will be granted without loss of pay and employee benefits. Bereavement Leave of up to seven (7) consecutive calendar days commencing the day after death, without loss of pay and employee benefits, shall be granted for bereavement in the family. However, where there is a subsequent memorial service that takes place on an instructional day, one (1) or more of the abovementioned days may be used for that purpose, to a combined maximum of five (5) instructional days.
- 23.02 Family means spouse, children, step-children, parents, step-parents, parents-in-laws, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, sons-in-law, daughters-in-law. Child shall include a person to whom the Teacher stands in the position of a parent. Spouse shall include a common-law or same sex partner with whom the Teacher resides.

- 23.03 At the discretion of the Director or designate additional teaching days, without loss of pay or employee benefits, may be granted to meet the exigencies of distance and special circumstances.
- 23.04 Bereavement Leave for the death of a close personal friend or relative not mentioned in the list above may be granted at the discretion of the Director or designate, without loss of pay or employee benefits.

Article 24 ATTENDANCE AT COURT OR TRIBUNAL

- 24.01 A Teacher shall be granted a leave of absence from duty with pay and no loss of sick leave credits by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which they are not party or one of the persons charged, provided that the Teacher pays to the Board any fee, exclusive of traveling allowances and living expenses that they receive as a juror or witness.

Article 25 QUARANTINE

- 25.01 A Teacher shall be granted a leave of absence with pay and no loss of sick leave credits as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon their duties.

Article 26 PREGNANCY, PARENTAL OR ADOPTION LEAVE

- 26.01 Pregnancy, Parental, and Adoption Leaves shall be granted in accordance with the terms of the Employment Standards Act and as further outlined in this Agreement.
- 26.02 Pursuant to the terms of the Act, a Teacher should notify the Principal and Director of the pregnancy and arrange a suitable date for the commencement of the leave.
- 26.03 The Pregnancy, Parental or Adoption Leave may be extended, upon request of the Teacher, as a Leave of Absence to the end of the school year plus:
- a) Up to one (1) additional school year
 - b) Up to two (2) additional school years by mutual agreement of the Teacher and the Board.

Return from this leave should coincide with the following:

- i) The end of a reporting period
- ii) The Tuesday after Thanksgiving
- iii) March Break
- iv) The beginning of the next school year
- v) Any other time as agreed to by the Teacher and the Board

- 26.04 A Teacher intending to use Pregnancy, Parental, or Adoption Leave shall notify the Board in writing of the anticipated date of return to work prior to the commencement of the leave. This does not preclude a Teacher from electing or applying for an extension to the leave under the terms of the Collective Agreement.
- 26.05 A Teacher on Pregnancy, Parental or Adoption Leave is considered to be employed by the Board and may not accept full time employment with another Board, either during the leave or at its conclusion, unless the Board has accepted their resignation.
- 26.06 Adoption or Parental Leave shall be available to either parent. A Teacher shall notify the Board at least two (2) weeks prior to the expected commencement of the Leave. In the event of special circumstances, the Board shall make all reasonable efforts to accommodate the needs of a Teacher whether or not the Teacher had supplied the specified notification.
- 26.07 Following the Teacher's return to duty and subject to **Article 12**, Surplus/Redundancy, then if eligible, the Teacher shall be guaranteed the same position at the same school, where possible or failing that, an equivalent position to that which was held at the commencement of the Leave, or any other employment mutually agreed to by the Teacher and the Board.
- 26.08 When the Teacher reports for work upon the expiration of the Leave, the Board shall permit the Teacher to resume work with no loss of seniority or benefits accrued to the commencement of the Pregnancy, Parental or Adoption Leave.

Article 27 PART TIME TEACHER AND JOB SHARING PLAN

- 27.01 A Teacher seeking part time teaching or job sharing shall submit to the Director or designate, through the Principal, an application not later than April 1 of the preceding school year.
- 27.02 The applicant will be advised of the Director's decision on or before May 1.
- 27.03 The Teacher's salary, benefits and sick leave credits shall be pro-rated in relation to what would have been received as a regular Teacher; e.g. a half time Teacher receives fifty percent (50%) of salary, etc.
- 27.04 A Teacher will accumulate a full year's credit on the Seniority List for each year in the plan in accordance with **Article 8.05**.
- 27.05 A Teacher who participates in either plan shall automatically revert to full time after one (1) year unless application is made by April 30 to continue in the plan. The applicant will be advised of the Director's decision regarding the extension of an additional year on or before May 20. No extension will be allowed beyond these two (2) years.
- 27.06 On return to full time teaching, the Teacher will be assigned to their former position (including position of responsibility) or to an equivalent position to that formerly held or any other position mutually consented to by the Teacher and the Board.

Article 28 ADMINISTRATIVE LEAVES

- 28.01 Leave for Principal & Vice Principal Experience

A leave of up to two (2) years may be granted to a Teacher to enable the Teacher to experience a Principal or Vice Principal assignment with the Rainy River District School Board. During this leave the Teacher will not gain seniority on the Seniority List. By April 1 of the second year of the leave, the Teacher must declare whether or not they are returning to an assignment within the Bargaining Unit covered by this Collective Agreement or opting to remain in a Principal or Vice Principal position outside the Rainy River District Elementary Teachers' Bargaining Unit. Should the Principal or Vice Principal decide to return to the Bargaining Unit, the provisions in **Article 32** shall apply.

28.02 A copy of the letter granting the Leave shall be forwarded to the Local President.

28.03 Acting Administrative Positions

28.03.01 The Parties agree that a Teacher who is a member of the Local may substitute for an absent Principal or Vice Principal for a period not to exceed one (1) year. For the purpose of determining seniority, service in an acting position shall be considered as continuous service in the Bargaining Unit. The Teacher shall continue to pay Union dues.

28.03.02 For the duration of a Teacher's appointment to a Replacement Principal or Vice Principal position, the terms of this Agreement shall apply (**excluding Articles 9, 15 and 18**). In particular:

- a) The Teacher shall continue to be enrolled in the benefit plans applicable as a Teacher;
- b) The Teacher shall continue to accrue seniority as a Teacher;
- c) The Teacher shall pay Union dues on the salary received.

A copy of the letter confirming the appointment of the member to an acting Principal or Vice-Principal position shall be forwarded to the Local ETFO President.

28.03.03 Upon the conclusion of the replacement appointment as described in **28.03.01**, the Teacher will have the right to be returned to the same position previously held or to an equivalent position.

Article 29 LEAVE COMMITTEE

29.01 **Article 30** shall be administered by the Leave Committee.

29.02 The Leave Committee shall consist of two (2) members appointed by the Local, two (2) members appointed by the Board and the Director or designate who will act as secretary to the Committee, and receive applications for leave. The Director or designate will be a non-voting member.

29.03 A member of the Committee appointed by the Teachers and a member of the Committee appointed by the Board shall act alternately, on an annual basis, as Chair and Vice-Chair.

- 29.04 The Local and the Board may appoint alternates for the Leave Committee members.
- 29.05 The Committee will review applications for leave based on the criteria established.
- 29.06 The Leave Committee shall, after reviewing all applications submitted, approve or reject each application, and then report to the Board the names of candidates for leave.
- 29.07 The final selection of Leave shall be made by the Leave Committee and any decision reached must be supported by at least three (3) members of the Committee.
- 29.08 The approval or rejection of each application is the responsibility of the Board.
- 29.09 If requested by an applicant, a written explanation outlining the reasons for rejection shall be provided by the Chairperson of the Leave Committee.
- 29.10 The applicants will be advised of the Board's decision on or before April 30 by the Secretary of the Board.
- 29.11 A Teacher planning to seek leave shall:
 - 29.11.01 Submit to the Director or designate through the Principal, the required application form not later than April 1 of the school year immediately before the school year when the Teacher would begin the leave.
 - 29.11.02 Present with the application, a statement of the proposed plans for leave.
 - 29.11.03 The Director or designate will pass the application and attached information to the Leave Committee for its consideration by April 15.
 - 29.11.04 All Teachers wishing to participate in a leave shall be required to sign a memorandum of agreement by the Board before final approval for participation will be granted. The signing by the Teacher shall be completed within seven (7) school days of notification of approval of the application.

Article 30 DEFERRED SALARY LEAVE PLAN

- 30.01 The Deferred Salary Leave Plan has been developed to afford a Teacher the opportunity of taking a one (1) year leave of absence with pay by spreading the salary payments over a deferred period.
- 30.02 The granting of such a leave shall be governed by the following criteria:
 - 30.02.01 The Teacher is a permanent employee with the Board.
 - 30.02.02 The Teacher is unlikely to be declared surplus during the term of the Plan.
 - 30.02.03 The Teacher must declare that, notwithstanding emergency circumstances, the Teacher intends to serve the Board to the end of the completion of the Plan.
 - 30.02.04 Program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances.
 - 30.02.05 The leave shall be taken on the last year of the plan. The leave year can be deferred for one (1) additional year.
 - 30.02.06 Such other criteria as deemed by the Leave Committee to be appropriate in the individual circumstances.
- 30.03 Acceptance or rejection of the application shall be in writing, setting out the terms and conditions of the leave or explaining the reasons for denial. Final approval of the leave shall rest with the Board, who shall make the decision prior to April 30.
- 30.04 The payment of salary, benefits and the timing of the Deferred Salary Leave Plan may be as follows:
 - 30.04.01 In the first four (4) years of the plan, a Teacher will be paid eighty percent (80%) of proper grid salary and applicable allowances. The remaining twenty percent (20%) of annual salary will be accumulated, and this amount plus the interest earned shall be retained by the Board to finance the year of leave.
 - 30.04.02 With the approval of the Leave Committee, a Teacher may select an alternative term for the leave other than that

specified in **30.04.01** and of the timing of the one (1) year leave of absence.

- 30.05 The rate of interest will be set annually in November and will not be less than the Canada Savings Bond one (1) year rate of the current year. Simple interest is to be computed and paid into the account annually.
- 30.06 Benefit payments may be made on behalf of the staff member on leave, upon request of the Teacher, and subject to the agreement of the service agency involved, provided installment payments are made to the Board by the staff member, in full, in advance.
- 30.07 On return from leave, a Teacher will be assigned to the same position (including position of responsibility), or, if said position no longer exists, an equivalent position to that which was held prior to the commencement of the Leave or any other position mutually consented to by the Teacher and the Board. **Article 11.01** shall apply to Teachers on leave.
- 30.08 Should a Teacher die while participating in the Plan, any monies accumulated, plus interest owed at the time of death, shall be paid to the Teacher's estate.
- 30.09 A Teacher participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the one (1) year Leave of Absence not been taken.
- 30.10 During the year's Leave of Absence, sick leave credits cannot be used or accumulated.
- 30.11 A Teacher declared redundant before the commencement of the leave will be required to withdraw from the Plan and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned (**see 30.05**). Repayment shall be made within sixty (60) days of withdrawal from the Plan.
- 30.12 Ontario Teachers' Pension Plan deductions from the Teacher's salary, during the leave of absence, are to be continued as required by the Ontario Teachers' Pension Plan.
- 30.13 Plan Withdrawal/Deferral
 - 30.13.01 A Teacher may withdraw from the Plan any time prior to taking the Leave of Absence. Upon withdrawal any monies accumulated, plus interest owed (**see 30.05**), will be repaid to the Teacher within sixty (60) days of notification of a desire to leave the Plan.

30.13.02 In the event that a suitable Teacher replacement cannot be hired for a Teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, a Teacher may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal (see 30.05). In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.

30.13.03 Should deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest (see 30.05) until the leave of absence is granted.

30.14 Memorandum of Agreement and Seniority List Credit

30.14.01 A Teacher wishing to participate in the Plan must sign a Memorandum of Agreement with the Board before final approval will be granted.

30.14.02 A Teacher on this Plan will accumulate a full year's credit on the Seniority List for the year while on leave.

Article 31	TEACHER EXCHANGE LEAVE
-------------------	-------------------------------

31.01 Teachers and the Board are encouraged to take advantage of and participate in such opportunities as are afforded by Teacher Exchange Leaves.

31.02 A Teacher will accumulate a full year's credit on the Seniority List for each year they participate in such leaves.

Article 32	OTHER LEAVES
-------------------	---------------------

32.01 A Teacher employed by the Board for at least two (2) years desiring a Leave of Absence of not more than two (2) years must have the permission of the Board. Requests for leave must be submitted in writing to the Director or designate, through the Principal, with a copy to the Local President, by April 1. Timelines may be waived for extenuating circumstances. Leave may be granted at the discretion of the Board. If the Board grants this leave it shall be at the Teacher's own expense. The applicant and the Local President will be advised of the Director's decision in writing on or before May 1, or if timelines have been waived, within one (1) month of receipt of the request.

- 32.02 The Teacher who is granted such an alternative leave shall neither lose nor gain seniority.
- 32.03 A Teacher on leave without pay, who is eligible and wishes to continue participating in the Ontario Teachers' Pension Plan is responsible for making arrangements directly with the Ontario Teachers' Pension Plan Board.
- 32.04 Upon request of the Teacher and subject to the agreement of the service agency involved, benefit payments may be made on behalf of the teacher on leave. The Teacher shall arrange payment with the Board in a format that the current banking process allows for.
- 32.05 During the period of the Leave the Teacher shall not accumulate any sick leave credits.
- 32.06 On return from leave, a Teacher will be assigned to the same school in a position for which they are qualified or agrees to become qualified within one (1) year of appointment.

Article 33	UNION RELEASE TIME / LEAVE
-------------------	-----------------------------------

- 33.01 Upon application, full time leave will be granted for the President of the Local. The President will receive regular salary, benefits, experience for grid placement and seniority for the period of the leave. Effective September 1, 2009, the Board shall continue to pay full salary and benefits for the Teacher(s) concerned. The Local will reimburse the Board the cost of salaries and benefits based on a Teacher in Category A2, Step 0 and if applicable any responsibility allowances. On return from leave, the Teacher will be assigned to the same position if it still exists or an equivalent position to that which was held at the commencement of the leave, or any other position mutually agreed to by the Teacher and the Board.
- 33.02 Upon the request of the Local, the Board shall release the designated Teacher(s) for the purpose of conducting official Union business. Such leave shall be subject to prior arrangements with the Director, the reasonable requirements of the timetable and the availability of Occasional Teachers to replace the Teacher(s) involved. Absences may be either half days or full days. These Teacher(s) shall suffer no loss of salary and benefits and the Local agrees to reimburse the Board for the full cost of any Occasional Teachers required to replace Teachers on such leave.

Article 34	ACCESS TO INFORMATION
-------------------	------------------------------

- 34.01 The Board agrees to abide by the provisions of the Freedom of Information and Protection of Privacy Act and all regulations thereunder.

- 34.02 Personnel Files
 - 34.02.01 Personnel files of a Teacher, maintained in the Board Office, shall be available to the Teacher for inspection at any reasonable time during the regular working hours of that office.

 - 34.02.02 A Teacher shall be entitled, upon request, to copies of any materials contained in the Teacher's personnel file(s).

 - 34.02.03 Where a Teacher authorizes, in writing, access to the Teacher's personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

 - 34.02.04 A Teacher shall receive copies of any personnel related materials placed in their files.

 - 34.02.05 A Teacher shall be entitled to correct inaccuracies or errors in documents contained in the Teacher's personnel file or to append notices of corrections or inaccuracies to documents within the file which in the Teacher's view, possess errors or inaccuracies.

 - 34.02.06 Upon written request of the Teacher to the Director of Education, documents contained in the Teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.
Notwithstanding the foregoing, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in a Teacher's file.

 - 34.02.07 No medical records or medical information shall be stored in school files. All such information shall be provided by Teachers directly to the Manager of Human Resources, or designate, and stored in a confidential manner.

Article 35 HARASSMENT POLICY

- 35.01 The Board's Harassment Policy and Procedure will reflect the requirements contained in the Occupational Health and Safety Act.

Article 36 OCCUPATIONAL HEALTH AND SAFETY

- 36.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.
- 36.02 The Board shall recognize its obligations to provide a safe and healthful environment for Teachers. The Board shall carry out all duties and obligations under the Occupational Health and Safety Act, and its accompanying regulations.
- 36.03 An individual identified as a representative for the Teachers in any matters pertaining to the Occupational Health and Safety Act shall be deemed part of the decision making committee of the Board on issues concerning health and safety as they relate to the teaching environment.
- 36.04 When time during the work day is provided for Teachers to complete Health and Safety related training activities, Teachers shall use that time to complete the required training. If not in attendance during the allotted training time, Teachers will be responsible for completing the training in a reasonable time.

Article 37 MEDICAL AND PHYSICAL PROCEDURES

- 37.01 A Teacher shall not be required to provide any medical/physical assistance to pupils except in the instance of medical emergencies.

Article 38 GRIEVANCE PROCEDURE

- 38.01 Definitions
 - 38.01.01 "Grievance" is defined and restricted to the interpretation, application or alleged violation of a specific article or section of this Agreement and any Letter of Understanding that indicates it is grievable.

38.01.02 "Party" shall be defined as:

- a) The Local/Union
- b) The Board.

38.01.03 "Statement of Grievance" shall be in writing, naming the Party involved and

- a) shall state the facts giving rise to the Grievance;
- b) shall identify the article or articles allegedly violated;
- c) shall state the contention of the Party with respect to the provisions;
- d) shall indicate the specific relief requested.

38.02 General Guidelines

38.02.01 The time limits and other procedural requirements set out in this Article are mandatory and not merely directory. If the Grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

38.02.02 If an official fails to reply to a grievance within the time limit set out at any stage, the Grievor will submit the grievance to the next step of the grievance procedure.

38.02.03 At any stage of the grievance procedure, the time limits imposed upon either Party may be extended by written mutual agreement.

38.02.04 The Grievor may elect to be represented by counsel or representatives of the Local at any stage of the grievance/ arbitration procedure.

38.02.05 Days referred to in this procedure are working days.

38.03 Complaint

38.03.01 If a Teacher who is covered by this Agreement claims to have a complaint, the Teacher may informally attempt to resolve the matter with the Principal within ten (10) days of the occurrence giving rise to the complaint or within ten (10) days of the time

that the Teacher should reasonably have been aware of the alleged violation.

38.03.02 The Principal shall meet with the Teacher at a mutually agreed upon time to attempt to resolve the complaint informally after consultation with the appropriate Superintendent and shall state a position in writing within five (5) days of receiving the complaint.

38.04 Step One

38.04.01 Should the Grievor be dissatisfied with the stated position of the Principal, regarding the complaint, such complaint shall be submitted in writing in accordance with **Article 38.01.03** to the appropriate Superintendent within seven (7) days after the receipt of the reply from the Principal involved.

38.04.02 The complaint shall constitute a formal grievance at Step One.

38.04.03 The appropriate Superintendent shall arrange a meeting with the Grievor and the Grievor's Federation Representative at a mutually agreed upon time within five (5) days of receipt of the written complaint and attempt to resolve the complaint.

38.04.04 The appropriate Superintendent shall answer the grievance in writing within seven (7) days following the meeting.

38.05 Step Two

38.05.01 Should the Grievor be dissatisfied with the stated written position of the appropriate Superintendent, the Grievor may submit, within seven (7) days after the receipt of the written position of the Superintendent, a written request for a meeting with the Director or designate.

38.05.02 The Director or designate will hold such a meeting within seven (7) days of the Grievor's request. As in all other stages of the grievance/arbitration process, the Grievor has the option of being represented at the meeting by a Federation Representative.

38.05.03 The Director shall give the Grievor a decision in writing, within seven (7) days following the meeting.

38.06 Policy Grievance

38.06.01 The Local or Board shall have the right to file a grievance commencing at Step Two, following the applicable procedures, concerning the interpretation, application, administration or alleged violation of the Agreement.

38.06.02 Such grievance shall be filed within fifteen (15) days of the occurrence giving rise to the complaint or within fifteen (15) days of the time that the Local/Board should reasonably have been aware of the alleged violation.

38.07 Arbitration

38.07.01 If no settlement is reached at Step Two, either Party may refer the matter to Arbitration within seven (7) days after the receipt of the Director's/designate's reply under the terms as established in the Labour Relations Act.

38.07.02 The Parties may, by written agreement, substitute a single Arbitrator for the Board of Arbitration and such Arbitrator shall possess the same powers and be subject to the same limitations.

- a) The jurisdiction of the single Arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance and the terms of the agreement.
- b) The single Arbitrator or Arbitration Board shall not by decision add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.
- c) The single Arbitrator's or Arbitration Board's decision shall be final and binding upon the Parties.

38.08 Cost of Arbitration

Each of the Parties shall pay the expenses of its appointee to the Arbitration Board, and each Party shall pay one-half (1/2) of the remuneration and expenses of the single Arbitrator or the Chair of the Arbitration Board.

38.09 Cost to Individual Teacher

Any grieving Local Member shall be allowed the necessary time off school to attend the arbitration hearing, without loss of pay or employee benefits. The cost of an Occasional Teacher, if necessary, will be borne by the Teacher, and there will be no cost to the Board.

38.10 Grievance Mediation

Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the timeline for grievance mediation to occur.

Article 39 COPIES OF THE COLLECTIVE AGREEMENT

39.01 Each member of the bargaining unit shall be provided with an electronic copy of this Collective Agreement, within thirty (30) days of the signing of the agreement, which may be copied at the member's worksite. Each applicant, when accepted for employment, shall be provided with an electronic copy of this Collective Agreement which may be copied at their worksite.

39.02 The official copy of the signed negotiated items shall be kept available for future reference in the Board Office for five (5) years.

Article 40 PROFESSIONAL DEVELOPMENT

40.01 A yearly amount of up to ten thousand (\$10,000)will be paid to a fund for professional development to a cap of twenty thousand (\$20,000) in the fund on September 1 each year. The Board agrees to pay a professional development subsidy to Teachers according to a Course Subsidy Policy agreed to by the Board and the Local. (Course Subsidy Application Form - Appendix D).

Article 41 ASSESSMENT DAYS

41.01 Each school year, two (2) Professional Activity days will be designated for the purpose of assessment and completion of report cards: one (1) prior to the first reporting period and one (1) prior to the second reporting period. No more than two (2) Professional Activity days shall be designated for the purpose of assessment and completion of report cards.

Article 42 STAFF MEETINGS

42.01 Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly

scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than seventy-five (75) minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and Board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.

Article 43	PEER COACHING AND MENTORING
-------------------	------------------------------------

43.01 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.

Article 44	LABOUR RELATIONS COMMITTEE
-------------------	-----------------------------------

There will be a Labour Relations Committee. The parties agree to meet on mutual consent to discuss issues of concern.

**LETTER OF UNDERSTANDING:
System Assessment Day**

Each full time Teacher shall be allocated one-half (0.5) day (pro-rated for Part Time Teachers) free from instruction and supervision for Rainy River District School Board assessments. The use of this time is subject to the approval of the Principal for release from the school and subject to the availability of Occasional Teacher coverage.

APPENDIX A – MEMORANDUM OF AGREEMENT FOR A DEFERRED LEAVE PLAN

I have read and agree to the terms and conditions of the Leave Plan attached hereto. I also agree to the following additional conditions:

- 1) The period of my Plan shall commence September 1, ____ and terminate August 31, ____,
- 2) I agree to take my leave year commencing September 1, ____ and terminating August 31, ____,
- 3) During the school years ____, ____, ____ and ____, I agree to be paid at the rate of ____ of my annual salary as determined by the Collective Agreement in effect during those years. I accept responsibility for any financial indemnity arising out of participation in this Plan,
- 4) I agree to fulfil my contractual obligations to the Rainy River District School Board until August 31, ____,
- 5) I agree, during my Leave, to be paid in total, the amount which will be withheld during the years in which I participate in the Plan plus any accumulated interest. The method of payment shall be the same as outlined in the Agreement.

Date _____ Teacher's Signature _____

APPENDIX B

RAINY RIVER DISTRICT SCHOOL BOARD

JOB VACANCY OR NEW POSITION POSTING

Date: _____

To: MEMBERS OF THE ELEMENTARY TEACHERS' FEDERATION

Date Required: _____

Job Title: _____

Length of Term: _____

Qualifications and Certification Requirements: _____

General Job Description: _____

Location: _____

Apply in writing to: _____

Closing Date: _____

APPENDIX C

**Rainy River District School Board
Teacher Transfer/Exchange Request Form**

TEACHER INFORMATION:

Name: _____ Present School: _____

Present teaching Assignment: _____

Previous Teaching Assignments

Schools	Year	Assignment

Basic Qualifications: PRIMARY JUNIOR INTERMEDIATE SENIOR

Preferred Placement: _____ PRIMARY _____ JUNIOR _____ INTERMEDIATE _____ SENIOR

(Number in order of preference or N/A)

Area of expertise: _____ (i.e. French, Spec. Ed, Music, Tech, Computers)

TRANSFER EXCHANGE (if exchange, with whom: _____)

Elementary School Preference: (number in order of preference or N/A)

Zone	School
West	_____ Riverview _____ McCrosson-Tovell
Central	_____ Sturgeon Creek _____ SCAP _____ Donald Young _____ Crossroads
East	_____ J.W.Walker _____ Robert Moore _____ Gr. 7 & 8 Fort High
Nestor Falls	_____ Nestor Falls
Atikokan	_____ North Star _____ Grade 7 & 8 Atikokan High
Mine Centre	_____ Mine Centre

Secondary School Preference: (indicate first and second choice below)

- _____ Rainy River High School
- _____ Fort Frances High School
- _____ Atikokan High School
- _____ Sturgeon Creek Alternative Program

All teacher requested transfers are by mutual consent and will be *considered* in the staffing process. Signature below indicates mutual consent to a placement in one of the schools noted as preferred. Copies of this form will be forwarded to Federation Presidents on May 1st.

Signature: _____ Date: _____

NOTE: Email (humanresources@rrdsb.com) all Teacher Transfer Request/Exchange forms to the Human Resources Department prior to April 15th (OSSTF) and April 30th (ETFO) of the current school year (to be effective the following September) and copy your current Principal.

APPENDIX D

COURSE SUBSIDY APPLICATION

Date of Application: _____

Name of Applicant: _____ School: Choose an item.

	Course #1	Course #2
Course Title	_____	_____
Offered By (Institution)	_____	_____
Offered at (Location)	_____	_____
Length of Course (weeks)	_____	_____

I feel that the above course will be of value to this education system and our students for the following reasons:

Signature: _____ Date: _____*

Note: Final date of application is September 15th.

OFFICE USE ONLY:

Date Received: _____*

Please forward this course subsidy application form to the superintendent of education by September 15th. Retain a copy of the original for your records.

Approval: Course #1 Course#2

ETFO

Superintendent of Education

*

Date:

*

Date:

Agreement of Contract


IN WITNESS WHEREOF the parties have through their duly authorized representatives hereunto signed their names as of the 23 day of October, 2020.

FOR THE RAINY RIVER DISTRICT
SCHOOL BOARD



Pigeon Keffa

FOR THE ETFO - RAINY RIVER DISTRICT
TEACHER LOCAL



Donna Hawey
Monica Armour
Scott Gaud
