

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE DURHAM DISTRICT SCHOOL BOARD**

**-AND-**

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO**

**DURHAM TEACHERS LOCAL**



**SEPTEMBER 1, 2019 – AUGUST 31, 2022**

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

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

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

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

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

## **C2.00 DEFINITIONS**

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

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

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

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

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

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

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

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

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

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of 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 31<sup>st</sup> and March 31<sup>st</sup>.
- 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 1/12<sup>th</sup> of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.

4.1.2 Upon the Board's participation date:

- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily Occasional Teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
- ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

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

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

then the in-year deficit in i) would be paid by the Board associated with the deficit.

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

- i. With respect to daily Occasional Teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily Occasional Teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for Occasional Teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
  - ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for Teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.
- 4.1.5 The Trust shall determine employee co-pay, if any.
- 4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current Employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

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

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

- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Board(s)" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers' and employees' premium share.
- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
  - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent

positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the Parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

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

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

### **5.1.0 Shared Services**

5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.

5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

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

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

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

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

### **5.3.0 Accountability**

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

## **6.0.0 TRANSITION COMMITTEE**

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

## **7.0.0 PAYMENTS**

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

## **8.0.0 ENROLMENT**

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

## **9.0.0 ERRORS and OMISSIONS**

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

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

#### **10.0.0 CLAIMS SUPPORT**

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

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

#### **11.0.0 PRIVACY**

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



## **APPENDIX A – HRIS File**

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

- a) complete and accurate enrollment files for all members, member spouses and eligible dependents, including:
  - i. names
  - ii. benefit classes
  - iii. plan or billing division
  - iv. location
  - v. identifier
  - vi. date of hire
  - vii. date of birth
  - viii. gender
  - ix. default coverage (single/couple/family)
- b) estimated return to work dates
- c) benefit claims history as required by the Trustees
- d) list of approved pre-authorizations and pre-determinations
- e) list of approved claim exceptions
- f) list of large amount claims based on the information requirements of the Trust
- g) list of all individuals currently covered for life benefits under the waiver premium provision
- h) member life benefit coverage information

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## **ARTICLE L1.00 - PURPOSE AND RECOGNITION**

L1.01 It is the purpose of the parties to set forth the Agreement which has been reached between the Board and the Union as to the basis of remuneration and conditions of employment for those teachers defined in paragraph L1.02. This Agreement contains the whole of the Agreement between the parties.

L1.02 For purposes of this Agreement, a teacher includes a recent graduate of an approved teacher training program who is eligible and has applied for membership in the Ontario College of Teachers (the "College") and is awaiting acceptance, but does not include a person who is subsequently denied membership for any reason. Where a teacher's membership in the College is denied or revoked by the College in accordance with its mandate and practice, that teacher's employment shall be terminated forthwith from the Board without recourse to the grievance or arbitration procedure under the collective agreement.

Where a teacher's membership in the College is suspended, an investigation will take place including an opportunity for the teacher to provide the Board details regarding the suspension. A decision will be made regarding the employment status of the teacher upon conclusion of the investigation.

L1.03 Any amendment to the terms set out in this Collective Agreement shall be by the mutual consent of the Board and the Union, and becomes effective on a date mutually agreed upon.

L1.04 The Board recognizes the Union as the exclusive bargaining agent for all elementary school teachers employed by the Board as teachers save and except those teachers employed as administrators, occasional teachers, summer school or night school teachers or teachers hired to do home instruction.

L1.05 The Union and its members recognize the right of the Board and its administration to manage the school system in the interests of the students and the community. The Board agrees to exercise its rights in accordance with the education and employment-related Acts and regulations of Ontario.

L1.06 (i) No teacher shall be disciplined without just cause. A teacher who is requested to attend a meeting which may lead to discipline or termination has the right to union representation. The teacher will be informed that they have the right to representation. The Local will be informed by the Board before any such meeting takes place. Written reasons for the disciplinary action shall be provided to the teacher within five (5) working days from the time the teacher is informed of the action.

(ii) Save and except for reasons of redundancy, no teacher shall be dismissed without just cause.

(iii) The non-renewal of a Term Appointment is not a demotion.

- (iv) A teacher may be required, upon request by the Board or its designate, to produce for the Board proof of current and valid membership and certification with the Ontario College of Teachers. Failure to produce satisfactory proof in accordance with the foregoing within two (2) weeks of a request, which time may be extended by mutual agreement, may result in disciplinary action against the teacher, up to and including suspension or dismissal

#### L1.07 Probationary Period

A teacher who is newly hired shall be a probationary employee until they have actively worked for a period of one (1) year (i.e. 10 full months of teaching for a teacher assigned a workload of .4 FTE or greater; or the equivalent number of days of teaching if assigned less than .4 FTE, to a maximum of three years) from date of hire. During the probationary period a teacher's performance shall be monitored and evaluated in accordance with Board policy. Notwithstanding L1.06 above, if the Board determines that the probationary teacher is not suitable and should not be recommended for continued employment, in the opinion of the appropriate Superintendent of Education/Area in consultation with the principal, the teacher may be released from the employ of the Board, and shall be so notified at least thirty (30) days prior to the termination of employment or the expiration of the probationary period, whichever occurs first.

#### L1.08 Teacher Pending Certification

A teacher who is hired to fill a permanent teaching vacancy, who is eligible and has applied for membership in the Ontario College of Teachers and is awaiting acceptance, may be hired to fill such vacancy as 'a teacher pending certification', unless such is expressly prohibited by the Ontario College of Teachers, and the following shall apply:

- (a) Prior to the first day worked in the position, a teacher who is pending certification shall provide the Board with documented verification that they have graduated from an approved teacher training program and has applied to the Ontario College of Teachers for certification as a teacher under the Education Act. A failure to provide the required verification shall result in immediate termination of the teacher's employment. The vacated position shall be immediately re-posted.
- (b) A teacher pending certification must have applied for, received and produced to the Board certification with the Ontario College of Teachers by no later than ninety (90) days from the date of hire. The deadline may be extended by mutual agreement in unusual circumstances.
- (c) A teacher pending certification shall have the following entitlements from date of original hire:
- Benefit entitlement is pursuant to Article C5.00 Benefits of the Collective Agreement;

- Credit toward their probationary period pursuant to Article L1.08 of the collective agreement;
  - Sick leave entitlement and credit pursuant to Article L9.00 of the collective agreement;
  - Deduction and remittance of union dues and levies under Article L11.00; and
  - Pregnancy/Parental/Family Medical leave pursuant to Article L9.00 of the collective agreement.
- (d) If a teacher pending certification is subsequently granted certification with the Ontario College of Teachers as a teacher as defined under the Education Act, the teacher shall have the following entitlements under the collective agreement, to be retroactive to the original date of hire as a teacher pending certification:
- Seniority credit for purposes of Article L12.00;
  - Experience credit for all purposes under Article L5.00, including access to retroactive pay adjustments for qualifications upgrading; and
  - Credit for Retirement Gratuity pursuant to Article L9.00.
- (e) If a teacher pending certification is denied certification and does not re-apply; or if certification is not granted and produced to the Board as required pursuant to paragraph (b), the teacher's permanent employment as a teacher pending certification shall be terminated, and all entitlements under this collective agreement, including but not limited to benefits, experience and seniority credit, sick leave and retirement gratuity credit, and probationary period credit, shall cease. The position shall be immediately re-posted.
- (f) It is understood and agreed that it is at all times the teacher's responsibility to notify the Board of any decision of the Ontario College of Teachers or of all changes in status prior to the expiration of the applicable dates, as set out in paragraph (b) above.

#### L1.09 Criminal Background Checks And Offence Declarations

The Board is required by law to collect criminal background checks with vulnerable sector screen on its employees in accordance with the regulations of Ontario.

The Board shall ensure that all records and information (including Offence Declarations and Criminal Background Check records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

Any disciplinary action related to the Criminal Background Check or the Offence Declaration required by regulation may be the subject of a grievance.

- L1.10 It is understood and agreed that a principal or vice-principal shall not be precluded from performing the duties of a teacher.
- L1.11 As of October 1 of each year, the Board will provide the union, in electronic version, a list of all newly hired elementary teachers. Should the Board hire during the school year the Board will provide the Local with an updated list.

#### **ARTICLE L2.00 - EFFECTIVE PERIOD LOCAL AGREEMENT**

- L2.01 This Local Agreement shall supersede all previous Local Agreements and shall continue in effect with all clauses, provisions and effects unchanged until such time as this Agreement is itself superseded by a new Agreement, or is amended by the written agreement of the parties, or is terminated, in accordance with the Labour Relations Act, as may be amended from time to time.
- L2.02 In view of the orderly steps provided by this Agreement for the resolution of grievances, and in accordance with the Labour Relations Act, there shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement.
- L2.03 No member shall be required to perform the duties, beyond those prescribed by the Education Act and related regulations, of any other employee of the Board who is engaged in a strike or lockout.

#### **ARTICLE L3.00 - DEFINITION OF TERMS**

- L3.01 "Agreement" refers to this Collective Agreement between the parties.
- L3.02 "Bargaining Unit" means all members of the Elementary Teachers' Federation of Ontario who are employed by the Durham District School Board to teach in the Elementary Panel, save and except occasional teachers.
- L3.03 "Board" means the Durham District School Board, and "employer" has a corresponding meaning.
- L3.04 "College of Teachers" means the Ontario College of Teachers, as established by the Ontario College of Teachers Act, 1996 (S.O. 1996, c. 12, as amended).
- L3.05 "Designate" means the individual(s) or organization(s) that may be appointed by the Union/Local or the Board/Director of Education to perform in various capacities in accordance with the Agreement.
- L3.06 "Director" means the Director of Education.
- L3.07 "ETFO" means the Elementary Teachers' Federation of Ontario.

- L3.08 "Local" means the Durham Teachers' Local of the Elementary Teachers' Federation of Ontario.
- L3.09 "Occasional Teacher" means a teacher as defined in sub-section 1 (1.1) of the Education Act, as amended.
- L3.10 "Party" or "Parties" (as the case may be) refers to the Board/Employer and/or Union/Local, as the case may be.
- L3.11 "QECO" refers to the Qualifications Evaluation Council of Ontario.
- L3.12 "Regulations" means the regulations which apply to school boards in accordance with the Education Act, Labour Relations Act and any other applicable legislation, and any amendment(s) thereto.
- L3.13 "Spouse" is understood as being inclusive of such married and common law relationships as are recognized under Ontario law.
- L3.14 "Statement of Evaluation" means the statement issued to a teacher by the Qualifications Evaluation Council of Ontario confirming that it has certified the teacher's qualifications in accordance with the QECO program recognized under paragraph L4.01 of this Agreement.
- L3.15 "Teacher" means a person who is a member of the Ontario College of Teachers, who is employed by the Board, who meets the requirements of Part X.1 Teacher as defined in the Education Act Section 277.1(1) 2002, who is a statutory member of the Union, and for whom the Board is required to deduct fees in accordance with a schedule prescribed for members of the Union.
- L3.16 "Union" means the Elementary Teachers' Federation of Ontario, (ETFO).

#### **ARTICLE L4.00 - CATEGORY DEFINITIONS**

- L4.01 Effective September 1, 2003, category definitions governing teachers' professional qualifications are as stated in Q.E.C.O. Program 5 and shall be accepted and approved by the Board for salary classifications in accordance with paragraph L4.05.
- L4.02 (a) The placement of teachers in their respective categories shall be determined in accordance with the Qualification Evaluation Council of Ontario, Program 5. These certification statements are the only statements acceptable for verification of placement.
- (b) Placement of teachers in Q.E.C.O. levels B, C and D and their advancement on the salary grid will be in accordance with the Pay Equity Plan posted October 1, 1991. Q.E.C.O. categories shall be equated as follows for placement on the salary grid:

<b>Q.E.C.O. Category</b>	<b>Salary Grid Category</b>
D	A
C	A
B	A
A1	A1
A2	A2
A3	A3
A4	A4

- L4.03 (a) Teachers whose last date of hire was on or prior to August 31, 1974 shall qualify for Category A1 with ten (10) university courses and a Specialist's or Supervisor's Certificate.
- (b) Teachers whose last date of hire was on or prior to August 31, 1974 shall qualify for Category B with five (5) university courses and a Specialist's or Supervisor's Certificate.
- L4.04 The onus is on each teacher to inform the Board in writing respecting any change which has occurred in the teacher's category.
- L4.05 (a) The Board will adjust the salary of a teacher as of September 1:
- (i) If requirements for placement in a higher salary level are completed before the beginning of school in September, and
  - (ii) If application with supporting Q.E.C.O. Statement of Evaluation is submitted to the Director or designate at the earliest opportunity, but not later than the last teaching day in December of the current year.
  - (iii) It is understood that if the Q.E.C.O. Statement is delayed and only becomes available after the deadline for the application, the Board will adjust the teacher's salary as if the Q.E.C.O. Statement had been submitted with the application in a timely manner upon receipt of proof of submission to Q.E.C.O.
- (b) The Board will adjust the salary of a teacher as of the first day of January:
- (i) If requirements for placement in a higher salary level are completed before December 31, and
  - (ii) If application with supporting Q.E.C.O. Statement of Evaluation is submitted to the Director or designate after the last teaching day in December but before May 31.



(iii) It is understood that if the Q.E.C.O. Statement is delayed and only becomes available after the deadline for the application, the Board will adjust the teacher's salary as if the Q.E.C.O. Statement had been submitted with the application in a timely manner upon receipt of proof of submission to Q.E.C.O.

## **ARTICLE L5.00 - SALARY SCHEDULES AND ALLOWANCES**

### **L5.01 Basic Salary Schedule**

Teachers will be placed on the Basic Salary Schedule in accordance with the terms as defined in Articles L4.00 and L5.00 of this Agreement, and paid accordingly.

#### **Effective September 1, 2019 (1%)**

<b>Years</b>	<b>AX</b>	<b>AY</b>	<b>AZ</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
0	44899	44899	44899	48798	50502	54394	57059
1	47560	47560	47560	51701	53684	58027	61056
2	50628	50628	50628	54579	56876	61679	65042
3	52880	52880	52880	57479	60063	65329	69035
4	55535	55535	55535	60358	63260	68973	73019
5	58197	58197	58197	63260	66434	72610	76990
6	61509	61509	61509	66140	69636	76256	80981
7	64200	64200	64200	69035	72813	79907	84976
8	66883	66883	66883	71913	75998	83561	88956
9	69570	69570	69570	74806	79189	87187	92927
10	72243	72243	72243	77683	82369	90841	96920
11	75219	76842	80883	80883	85855	94392	100960

#### **Effective September 1, 2020 (1%)**

<b>Years</b>	<b>AX</b>	<b>AY</b>	<b>AZ</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
0	45348	45348	45348	49286	51007	54938	57630
1	48036	48036	48036	52218	54221	58607	61667
2	51134	51134	51134	55125	57445	62296	65692
3	53409	53409	53409	58054	60664	65982	69725
4	56090	56090	56090	60962	63893	69663	73749
5	58779	58779	58779	63893	67098	73336	77760
6	62124	62124	62124	66801	70332	77019	81791
7	64842	64842	64842	69725	73541	80706	85826
8	67552	67552	67552	72632	76758	84397	89846
9	70266	70266	70266	75554	79981	88059	93856
10	72965	72965	72965	78460	83193	91749	97889
11	75971	77610	81692	81692	86714	95336	101970

**Effective September 1, 2021 (1%)**

Years	AX	AY	AZ	A1	A2	A3	A4
0	45801	45801	45801	49779	51517	55487	58206
1	48516	48516	48516	52740	54763	59193	62284
2	51645	51645	51645	55676	58019	62919	66349
3	53943	53943	53943	58635	61271	66642	70422
4	56651	56651	56651	61572	64532	70360	74486
5	59367	59367	59367	64532	67769	74069	78538
6	62745	62745	62745	67469	71035	77789	82609
7	65490	65490	65490	70422	74276	81513	86684
8	68228	68228	68228	73358	77526	85241	90744
9	70969	70969	70969	76310	80781	88940	94795
10	73695	73695	73695	79245	84025	92666	98868
11	76731	78386	82509	82509	87581	96289	102990

L5.02 All full teaching months of full-time or part-time pro-rata, experience with a school board operated under the authority of the Acts and Regulations of the Ministry of Education Ontario, but excluding occasional supply or occasional extended teaching experience, shall be recognized for placement on the "Basic Salary Schedule" up to maximum.

As of September 1, 2019, any new member of the bargaining unit requesting consideration for Continuing Education credit courses taught shall provide proof of the details of said courses (including course title and time period). Upon receipt of the satisfactory documentation, the Employer shall credit the employee with each course taught in Continuing Education as one-sixth (1/6) years' or 32.33 days' experience for placement on the "Basic Salary Schedule".

No teacher shall be entitled to accrue more than a 1.0 year of teaching experience in any September 1 to August 31 period.

L5.03 Notwithstanding L5.02, from September 1, 2019, any new member hired, shall have experience credit for casual daily occasional teaching experience with the Board, acquired after September 1, 2016, recognized to a maximum of 1.0 year of credit for placement on the "Basic Salary Schedule" such that:

- (i) Every multiple of twenty (20) full time equivalent days of teaching experience, an experience credit of 0.1 shall be credited;
- (ii) If there is a remainder of ten (10) or more days of full time equivalent days of teaching experience, an experience credit of 0.1 shall be credited.

No teacher shall be entitled to accrue more than a 1.0 year of teaching experience in any September 1 to August 31 period

- L5.04 Teaching experience other than that stipulated in paragraph 5.02 may be recognized for placement on the "Basic Salary Schedule" at the discretion of the Director or designate.
- L5.05 For purposes of placement on the "Basic Salary Schedule" a full year of teaching experience shall be ten (10) full teaching months being the months from September to June inclusive.
- L5.06 Recognition of teaching experience on the "Basic Salary Schedule" shall be subject to the teacher providing documentation of experience satisfactory to the Director or designate.
- L5.07 (a) Facilitator Allowance  
A Facilitator will be paid in accordance with the salary grid set out in paragraph 5.01 plus a responsibility allowance. The responsibility allowance for teachers serving as Facilitators on a part-time basis shall be pro-rated in accordance with the time assigned to the Facilitator role.
- Facilitator Allowance shall be as follows:  
September 1, 2019 – \$3,205  
September 1, 2020 – \$3,237  
September 1, 2021 – \$3,269
- (b) Education Officer/Administrative Officer  
A teacher seconded into a position as an Education Officer or Administrative Officer will be paid at a level which will not be less than what they would have earned had they not been seconded. In any event, the salary will not be less than the first-year base rate for a vice-principal.
- (c) In the event that the Board wishes to revise or rename an existing position, or create a new position of added responsibility in the bargaining unit, with the result that an existing allowance is to be revised or a new allowance is to be established, the allowance for such position shall be negotiated between the Board and the Negotiating Committee of the Bargaining Unit to a point of mutual agreement. Until such time as agreement is reached, the situation shall, for the balance of the term of the agreement, remain status quo.
- L5.08 During the term of this Collective Agreement, teachers employed as Facilitators shall continue to be available on request for consultation and planning at times of mutual convenience.
- L5.09 Special Mileage Allowance  
(a) A teacher who is assigned to two or more schools and must travel to two or more schools in the course of their duties during a school day will be paid mileage in accordance with Board Policy.

- (b) Notwithstanding (a), where authorized in advance by the appropriate Board Official(s), teachers will be reimbursed for required travel at the prevailing Board mileage rate.

L5.10 Allowance for Post Graduate Degrees

- (a) An allowance for one (1) recognized post-baccalaureate degree at the Master level or above may be granted at the discretion of the Director or designate to a member of the teaching staff in addition to the salary paid on the Basic Salary Schedule.

September 1, 2019 – \$1,140  
September 1, 2020 – \$1,151  
September 1, 2021 – \$1,163

This allowance will not be applicable if the post-baccalaureate degree is used to determine category placement on the Basic Salary Schedule in accordance with Article L4.00 of this Agreement. Such confirmation from Q.E.C.O stating same must be provided.

- (b) An additional allowance for a second recognized post-baccalaureate degree at the Master level or above may be granted at the discretion of the Director or designate. This allowance will not be applicable if the post-baccalaureate degree is used to determine category placement on the Basic Salary Schedule in accordance with Article L4.00 of this Agreement. Such confirmation from Q.E.C.O stating same must be provided.

September 1, 2019 – \$716  
September 1, 2019 – \$723  
September 1, 2019 – \$730

- (c) To receive the allowance for a post-baccalaureate degree, the teacher must submit appropriate supporting documentation to the Superintendent of Education - Human Resource Services or designate.

L5.11 Rate for Part-Time Teachers

A part-time teacher shall be paid at the rate of salary based on category and appropriate allowances for teaching experience and post graduate degree(s) which shall be pro-rated in the same ratio as the part-time employment bears to full-time employment.

**ARTICLE L6.00 - METHOD OF PAYMENT**

L6.01 (a) Regular School Year

Salaries will be paid on an even bi-weekly twelve (12) month payments made on alternate Thursdays. One hundred percent (100%) of salary will be paid by August 31st. The Board shall make available to the Union and its members a pay date schedule on an annual basis.

(b) Modified School Year

Salaries will be paid on Thursday on an even bi-weekly twelve (12) month basis. One hundred percent (100%) of salary will be paid prior to the commencement of the next school year. The Board shall make available to the Union and its members a pay date schedule on an annual basis.

- (c) Teachers entering or transferring from the modified school year programme, during the course of a school year, shall be paid their normal annual grid salary plus any applicable allowances (pro-rated for part-time teachers), for that school year, regardless of the total number of instructional days which result from combining these two calendars.

A teacher who transfers from the regular school year calendar to the modified school year calendar shall receive their last pay for the regular school year and their first pay on the modified school year on the same pay date. A teacher who transfers from the modified school year calendar to the regular school year calendar shall be paid in accordance with the regular school pay date schedule.

- L6.02 The Board agrees to pay all teachers covered by this Collective Agreement by means of a direct deposit electronic transfer system. It is understood that the Board incurs no additional liability to teachers by implementing a direct deposit electronic transfer payroll system and that its obligation to teachers on its payroll is satisfied when its payroll cheque is deposited with the banking institution which is responsible for the administration of the direct deposit system.

This system is conditional upon 100% teacher participation in the direct deposit payroll electronic transfer system. Newly-hired teachers will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into their accounts on the date their employment contracts are signed or at least fifteen school days prior to their first pay day. Teachers will advise the Board of any changes in their bank, trust company or credit union arrangements at least fifteen school days prior to a pay day for the changes to be made for that pay day. Where there is insufficient information provided to allow a direct deposit to be made, the teacher's pay will be held by the Board without interest. In addition, this Collective Agreement authorizes the Board to collect reasonable administration charges from a teacher's salary if the Board is required to perform administrative work not otherwise required but for the teacher's acts or omissions respecting the teacher's direct deposit responsibilities.

L6.03 Employment Insurance Rebate

It is agreed that the Teachers' share of the E.I. premium reduction rebates will be credited for their benefit in relation to benefit improvements.

## **ARTICLE L7.00 - BENEFITS**

- L7.01 Entitlement for Benefits for teachers will be pursuant to Article C5.00 Benefits of the collective agreement.
- L7.02 Participation in the Long-Term Disability Plan for teachers will be in accordance with C5.2.2 Long Term Disability (Employee-Paid Plans) in Part A of this collective agreement.

## **ARTICLE L8.00 - ALLOCATION OF STAFF**

- L8.01 (a) Staff allocations to schools shall be made by the Superintendent of Education/Operations in consultation with the Superintendent of Education/Area and Principals.
- (b) The Board shall encourage Principals to consider collaborative approaches to school staffing. Teachers are welcome to provide input to the Principal regarding staffing.
- (c) Prior to Composite Posting #1, Principals shall provide staff with tentative (i.e. unfinalized) teaching assignments. Where a change occurs, upon a teacher's request, the principal will discuss the rationale for the change with the teacher.
- (d) At a meeting with staff prior to Transfer Round 1, Principals shall share with staff their school's projected "Staffing Allocation" and "Class Organization" breakdown. For the purposes of this Article, the terms "Staffing Allocation" and "Class Organization" are understood to be defined as per the Board's staffing software.
- L8.02 Part-Time Teachers  
Part-time teachers may apply and be considered for any available full-time position so long as:
- (a) they are qualified for the position for which they are applying;
- (b) there is no surplus or redundant teacher currently within the elementary panel;
- (c) the expansion of the teacher's assignment to full-time does not cause another teacher to become surplus or redundant.

If more than one part-time teacher applies for such an assignment, the part-time teacher with the greatest seniority will be given preference over other part-time applicants. This does not preclude full-time teachers applying and being considered with the part-time teacher who has received preference for consideration for the posted position. The selection of the successful applicant if any, shall rest with the Board.

Part-time teachers shall be considered for full-time vacancies before any teachers are hired from outside the elementary panel of the Durham District School Board.

#### L8.03 Internal/External Postings

- (a) It is understood, in the application of Procedure #4235, that for any internal/external posting, where internal applicants' Certificates of Qualification match a job posting, at least one-half of those interviewed shall be from those internal applicants, provided there are a sufficient number of internal candidates. The Union will be notified of the successful candidate. Upon acceptance of a new position the teacher must notify their Principal of this fact as soon as possible.
- (b) Job postings shall be posted on the Board's electronic posting software. Members will be informed via email when job postings are made available for all rounds of the Transfer Process.
- (c) Information about each vacancy will be shared electronically with the Union President.
- (d) Unsuccessful internal applicants who have been interviewed for a posted position shall be notified after the recommendation of the successful candidate is finalized. In these cases, and upon request, a debriefing will be granted.

#### L8.04 Regional Staffing Committee

It is the intention of the Board that the Director is responsible to see that staff is allocated equitably, and in co-operation with Board administrators and teacher representatives.

Accordingly, a Regional Staffing Committee will be established and shall consist of:

- 1 Superintendent of Education/Operations;
- 1 Education Officer;
- 1 Board administrator;
- 1 Bargaining Unit President and 2 other Bargaining Unit members

The process shall be by consensus, and the Committee shall meet to:

- 1. Review staffing allocation as of September 30, including the monitoring of the average elementary class sizes as set out in the collective agreement;
- 2. Make agreed recommendations by October 15 for staffing adjustments;
- 3. Provide information to the Union upon request with respect to the staff allocation model for the following year;

4. Review the present implementation of the current class size guidelines for regular classes and the impact of integration of Special Education students;
5. Review the staff allocation to special program needs;
6. Attempt to resolve all issues regarding class size within 20 school days of notification by the Bargaining Unit;
7. Monitor the allocation of teacher-librarians based on provincial funding guidelines;
8. Monitor the allocation of Special Education Resource Teachers; and
9. Review the placement of surplus teachers after the transfer process has been completed.

L8.05 Class Size Guidelines

The following class size maxima are in effect:

JK	25
SK	25
1	25
1-2	25
2	27
2-3	27
3	28
3-4	28
4	32
4-5	32
5	32
5-6	32
6	33
6-7	33
7	34
7-8	34
8	34

Note 1: Integration of special needs students shall not result in any piercing of the maxima. Integration refers to identified students who are placed in a self-contained special education class and spend any portion of a school day on a regular basis in a regular class.

Note 2: Due to various anomalies, exceptions to the class size guidelines will be made only as agreed by the Board and the Union.



## **ARTICLE L9.00 - LEAVE PLANS**

### **L9.01 Sick Leave/Short Term Leave and Disability Plan (STLDP) - See also C6.00**

1. The Board shall have the power to do and perform all things necessary for the conduct of the Sick Leave/STLDP including the power, subject to the teachers' right to grieve, to allow or disallow use of any Sick Leave/STLDP days in accordance with C6.00.
2. In accordance with C6.00, the Board shall keep a record of the members' Sick Leave and STLDP days and usage which is available to employees via Employee Self Serve on the Board's Staff Portal.
3. In case of a dispute with respect to Sick Leave/STLDP days available or deductions therefrom under the system, the appropriate grievance procedure provided in L10.00 of this Agreement shall be followed.
4. Deductions
  - (a) To be eligible for a leave with pay due to absence caused by sickness, an employee shall be required to produce a certificate of a Physician or Dentist if requested, certifying to the inability of the teacher to attend to their other duties.
  - (b) In cases where the absence is due to an accident compensable under the Workplace Safety and Insurance Act, the period of absence shall be covered by WSIB benefits topped-up to full salary by the Board without deduction from sick leave for a maximum of four years and six months.
5. In the event that a teacher draws upon Sick Leave/STLDP due to the negligence of another party and such teacher commences a civil action for damages, any monies received, in lieu of loss of wages, as a result of such claim shall be turned over to the Board and the Board will re-instate the appropriate number of Sick Leave/STLDP days to the teacher.
6. Items Not Chargeable to Sick Leave/STLDP:
  - (a) Absence, with pay, will be allowed where it is occasioned through:
    - (i) quarantine by a Medical Officer of Health, although the teacher is not ill;
    - (ii) jury duty or in response to a subpoena to attend legal proceedings, provided the teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness;
    - (iii) writing examinations or attending one's own graduation;

(iv) attending the graduation of one's spouse or child from a recognized secondary or post-secondary educational institution;  
or

(v) attending the birth (1 day), and homecoming/associated care arrangements (1 day), of one's own child.

(b) Up to five (5) days' leave of absence, with pay, will be allowed to any teacher employed by the Board attending the funeral or attending to the related duties resulting from the death of a member of said teacher's immediate family. Immediate members of the family to include only the following: spouse, child, parent, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, and including a person who stood in loco parentis to the teacher or a person to whom the teacher stood in loco parentis. These five days will normally be taken consecutively, except in the case of subsequent memorial services.

(c) One day leave of absence, with pay will be allowed to any teacher employed by the Board attending the funeral of an aunt or uncle or close personal friend.

(d) A teacher who is not ill but is prevented, by order of their physician, from entering a particular school, classroom or other premises of the Board, due to evident or suspected presence of a communicable disease or illness of a temporary nature, shall so inform the Principal, and shall provide, as soon as possible, a medical certificate stating the reason for and period of anticipated limitation. Upon being so notified, the Principal, in consultation with the President of the Bargaining Unit, will arrange appropriate re-assignment of the teacher. The Principal will make it a priority to notify the members of ETFO as soon as possible if a case of Fifth's Disease is reported in the workplace.

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

## 7. Short-Term Paid Leaves (formerly charged to Sick Leave)

### (a) Special Cases

The Director or designate shall have authority to grant leave of absence, with pay, for periods up to three (3) teaching days, in any one (1) school year, either for special or compassionate reasons.

(b) Religious Holidays

With prior notice, at the discretion of the teacher, up to three days leave of absence with pay per school year will be allowed to any teacher employed by the Board for the purpose of observing religious holidays. Eligibility for religious holidays under this paragraph is understood to apply to holy days for any religion which is recognized as being "permanently established both as to the continuity of its existence and as to its rights and ceremonies".

L9.02 Retirement Gratuity Plan (see C5.00)

NOTE: 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.

1. A teacher with a minimum of ten (10) continuous years' service with the Board or a predecessor thereof, to the date of retirement shall be granted a gratuity based on the accumulated yearly credits and the highest annual salary during the five (5) years prior to retirement.
2. Only credits earned by the teacher during employment by the Board or a predecessor thereof shall be used in the calculation of the gratuity.
3. Credits will be accumulated as follows:
  - (a) Each teacher will be given a credit of 2% for each year's service with the Board or a predecessor thereof prior to September 1973.
  - (b) Commencing in September 1973, a teacher will be given a percentage credit for each year of service with the Durham District School Board or a predecessor thereof based on the following table:

SICK LEAVE CREDITS UNUSED AT THE END OF EACH INDIVIDUAL YEAR	PERCENTAGE CREDITS TO BE ADDED TO AN EMPLOYEE'S ACCUMULATED CREDITS AT THE END OF EACH INDIVIDUAL YEAR (%)
20	2.0
19	2.0
18	2.0
17	2.0
16	2.0
15	2.0
14	1.9
13	1.8
12	1.7
11	1.6
10	1.5
9	1.4
8	1.3
7	1.2
6	1.1

5	1.0
4	0.8
3	0.6
2	0.4
1	0.2
0	0.0

- (c) The teacher's accumulated credits at the end of each year shall not be reduced.
- (d) A teacher can accumulate a maximum credit of 50 percent for service with the Board or a predecessor thereof.
- (e) Teachers who have been absent in excess of ten (10) consecutive school days in any one year shall be granted a gratuity credit of up to 2 percent in any one year to a maximum of 5 percent at retirement.
- (f) The Retirement Gratuity Plan Calculation
  - i. The total percentage credit in an employee's account;
  - ii. The highest annual salary during the five years prior to retirement.

Example:

A. Teacher with 50 percent credit accumulation and salary of \$80,000 at retirement:  $\$80,000 \times 50/100 = \$40,000$

B. Teacher with 20 percent credit accumulation and salary of \$80,000 at retirement:  $\$80,000 \times 20/100 = \$16,000$

- 4. The Director shall keep or cause to be kept, a record in which shall be entered the credits for each year and the accumulated credits to date. In September of every year, each teacher shall receive a statement of accumulated credits in the plan as of the previous June 30. The teacher will have until October 31 to notify the Superintendent of Education/Employee Relations or designate of any disagreement with the balance shown on the statement. After that date the balance will be considered as correct and no changes will be made.
- 5. It is the responsibility of the teacher to make written application for the retirement gratuity and to submit evidence that application has been made and a pension from the Ontario Teachers' Pension Plan Board will be received immediately upon retirement from the Board.
- 6. A part year will be pro-rated on the foregoing table.
- 7. This gratuity will be paid in one sum during the month of April following retirement, or in June of the year of retirement if the Board is so advised before December 31 of the preceding year.

8. In the event of the death of a teacher, either before or after retirement, but before receiving the benefits as provided in this plan, such benefits shall be paid to the estate.
9. A retiring teacher, as referred to in this plan, is interpreted as being one who ceases to be employed by the Board, and has made application for, and will be receiving a pension from the Ontario Teachers' Pension Plan Board immediately upon retirement from the Board.
10. The retirement gratuity benefit is not severance pay. It is understood that a retirement gratuity will only be paid to a teacher who is retiring from the Board and from the teaching profession on pension, and is not payable to a teacher who opts to take the commuted value of their pension contributions.

### L9.03 Other Leaves of Absence

#### 1. With Full Salary

On recommendation of the Director, the Board may grant a member of the staff a leave of absence from regular duties for stated periods of time for special or compassionate reasons justifying a longer leave than that provided for in the Sick Leave/STLDP for elementary School Teachers, sub-paragraph L9.01.7. The length of such leave, if approved, shall be determined by the particular circumstances for which the leave is granted, and it shall be the responsibility of the teacher to provide the Board with necessary information in support of the request. Approval or denial of such leave is in the sole discretion of the Board.

#### 2. Leaves for Federation Business

##### Bargaining Unit Officers

- (a) The Board agrees to grant leave for Union business for the following positions and corresponding FTE (5.0): President (1.0), 1st Vice-President (1.0), two Vice-Presidents (2.0), Healthy & Safety, LTD, and Disability Management Representative (1.0).
- (b) All members released under (a) shall be entitled to 100% credit for teaching experience, seniority, benefits, Sick Leave/STLDP and all other entitlements under the collective agreement pro-rated to their FTE.
- (c) The Bargaining Unit will reimburse the Board for the full cost of employee benefit coverage, the full cost of any monetary payments or benefits payable to the President and 1st Vice-President. Reimbursement will be separate and apart from the basic salary schedule and the salary cost of the replacement teacher, which shall be defined as the lesser of the average of the Basic Salary Schedule

as of September 30th each year pro-rated for teachers on leave for less than a normal full-time teaching load, or the actual salary of the Bargaining Unit President and 1st Vice-President.

- (d) The Union will reimburse the Board for the full cost of salary and benefits for the two Vice-Presidents, and Health & Safety, LTD, and Disability Management Representative.
- (e) The Union shall invoice the Board, at the elementary occasional teacher rate, for the time that the Health & Safety, LTD, and Disability Management Representative participates in a Joint Health & Safety Committee meeting and/or a Workplace Inspection and/or Workplace Inspection Review Committee meeting and/or a critical injury investigation and/or a work refusal investigation through the Joint Health & Safety Committee.
- (f) The Board shall remit pension contributions based on the total salary including any responsibility allowance.
- (g) The President shall notify the Board whenever Sick or STLDP days are used by members on leave for Union business.

3. Time Off for Teacher Bargainers

Time off with pay shall be granted to the Chief Negotiator, a Chairperson of the Collective Bargaining Committee, and up to six (6) other teachers for the purpose of meeting with the Board in direct negotiations. The Bargaining Unit will reimburse the Board for the full salary and statutory benefits costs of the occasional teacher replacement.

4. Without Pay

The Superintendent of Education/Operations may grant leave of absence without pay for up to one year, to members of staff, for such purposes as the following:

- 1. Work Experience (excluding teaching other than occasional teaching)
- 2. Special Request
- 3. Union Business

5. Leave for Elected Office

The Board agrees to grant a leave of absence to any teacher for the purpose of filling a political office at the municipal, provincial, or federal office, subject to review after one term in office.

Any entitlement to benefits for a teacher on leave for elected office shall be determined by the ETFO Employee Life and Health Trust, or as established through the Governmental agency through which they hold

office, for the term of their leave. The teacher shall be responsible for any arrangements required with the Teachers' Pension Plan Board to continue pension contributions where permissible.

#### 6. Return From Leave

Teachers who return from a leave of absence of two years or less, or from a secondment or Union leave, will be entitled to return to their original school, provided they indicate a wish to do so prior to the deadline specified in the Transfer and Redundancy Procedure.

### L9.04 Pregnancy and Parental Leave

#### 1. Pregnancy Leave

Pregnancy leave of up to seventeen (17) weeks without pay shall be granted to a teacher who has worked for the Board for at least thirteen (13) weeks as follows:

- (a) Pregnancy leave shall be for a seventeen (17) week period or such shorter period as the teacher may request.
- (b) Pregnancy leave may commence no earlier than the day that is seventeen (17) weeks before the employee's due date or the date they give birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier.
- (c) A teacher must give the Board at least two (2) weeks written notice of the date the pregnancy leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date. Teachers are encouraged to inform the Board of their leave earlier than the two (2) weeks, if possible, for staffing purposes.
- (d) The pregnancy leave may end earlier than planned if the teacher gives the Board four (4) weeks written notice before the desired date of return.
- (e) At the termination of the pregnancy leave period the onus is on the teacher to report in writing their readiness to resume duties.

#### 2. Parental Leave

Parental leave without pay shall be granted to a teacher who has worked for the Board at least thirteen (13) weeks as follows:

- (a) A teacher's parental leave ends sixty-one (61) weeks after it began, if the teacher also took pregnancy leave and sixty-three (63) weeks after it began, otherwise, or such shorter period as the teacher may request.

- (b) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (c) Parental leave may begin no later than seventy-eight (78) weeks after the child is born or comes into the custody, care and control of a parent for the first time.
- (d) Where possible, the teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin. Teachers are encouraged to inform the Board of their leave earlier than the two (2) weeks, if possible, for staffing purposes.
- (e) A teacher who wishes to end parental leave sooner than expected may do so if the teacher gives the Board at least four (4) weeks written notice before the desired date of return.
- (f) It is understood and agreed that the teacher will give the Board notice of intent to adopt as soon as possible recognizing that it may be necessary for the teacher to commence leave immediately when the child becomes available.

3. Provisions Applicable to Both Pregnancy and Parental Leave

- (a) Seniority and credit for teaching experience continue to accrue during pregnancy or parental leave.
- (b) Pursuant to Article C5.00 Benefits of the Collective Agreement, during pregnancy or parental leave, the Board shall continue to make its contributions for the benefit plans.
- (c) Pursuant to Article C5.00 Benefits of the Collective Agreement, a teacher on extended parental leave may have the option to continue benefit coverage. The cost of Long-Term Disability shall continue to be paid 100% by the teacher.
- (d) A teacher may request an extension to their pregnancy and/or parental leave, without pay, for a maximum total leave of up to two (2) school years. Any return from extended leave must be scheduled, at the time the leave is requested, for the commencement of the next school year, for the first school day after the Christmas break, for the first school day after the March break or, by mutual agreement, at another natural break in the school year. A teacher must apply in writing for the extended leave not later than two (2) weeks in advance of the commencement of the leave.
- (e) Salary shall be paid in accordance with the proportion of the year taught.



- (f) 1. A teacher who is required to be absent from work because of pregnancy related illness is entitled to sick leave in accordance with Article C6.00.
- 2. Notwithstanding (i) a teacher on pregnancy or parental leave is not entitled to sick leave, except where a teacher may be eligible for sick leave and sick pay in accordance with paragraph L9.01 for a period of recovery from childbirth if the request for sick leave is made in writing to the Superintendent of Education/Employee Relations at least two (2) weeks in advance of the anticipated date of birth. The teacher will be required to provide the Board with written verification of the actual date of birth within six (6) weeks of the birth. For a claim of sick leave and pay beyond six (6) weeks the Board will require that a comprehensive medical certification be provided to support the claim in accordance with C6.00.
- (g) A teacher may be required to submit a written statement of intent to return to work at the end of pregnancy or parental leave.
- (h) A teacher returning from a pregnancy and/or parental leave in the same school year in which the leave was commenced shall return to the position held prior to commencement of the leave.
- (i) A teacher who returns from a pregnancy leave, parental leave or extended leave in a following school year will be entitled to return to a position in the same division at their original school, provided they indicate a wish to do so prior to the deadline specified in the Transfer and Redundancy Procedure.

In the case of Specialist Teachers, such as Special Education, Librarian, or S.E.R.T., if their previous position is not available the teacher will be assigned to a position at their original school within their area of qualifications.

#### 4. Statutory Leaves of Absence/SEB

- (a) Supplemental Employment Benefits for Pregnancy Leave (See C11.2)
- (b) Supplemental Unemployment Benefits (SEB) Plan for Parental Leave  
It is understood by both parties to this Agreement that the SEB Plan set out herein is based upon and is subject to Employment Insurance (E.I.) Regulations and procedures. In the event of amendment to those E.I. Regulations and procedures, these SEB provisions will be reopened and renegotiated by the parties, as required, to ensure ongoing acceptance by E.I. authorities and ongoing compliance with E.I. legislation, regulations and procedures.

1. The object of this SEB Plan is to supplement the E.I. benefits received by Teachers from Service Canada for temporary unemployment caused by parental leave.
2. Only Teachers covered by this Collective Agreement are covered by this Plan.
3. The other requirements for receipt of SEB are:
  - (a) The Teacher must be eligible to receive E.I. parental benefits from Service Canada;
  - (b) An application for SEB must be made by the Teacher on a form to be provided by the Board and the Teacher shall provide verification of approval of the E.I. claim by submitting their benefit stubs or by obtaining a computer print-out from Service Canada;
  - (c) The Teacher shall sign an agreement with the Board indicating:
    - i. that the Teacher will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Teacher's Contract) after returning from the Teacher's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and
    - ii. that should the Teacher not comply with (i) above the Teacher shall reimburse the Board any monies paid to the Teacher under this SEB Plan.
  - (d) Confirmation from Service Canada of the dates that the waiting period was served.
4. A Teacher must have applied for and be in receipt of E.I. benefits before a SEB becomes payable.
5. A Teacher disentitled or disqualified from receiving E.I. benefits shall not be eligible for SEB. A SEB payment shall be made only when it has been verified that the Teacher has applied for and is in receipt of E.I. benefits.
6. A Teacher shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
7. The benefit level paid under this Plan is set at a weekly rate equal to 90% of the Teacher's weekly insurable earnings as determined by Service Canada. It is understood that in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by

the Teacher shall not exceed 95% of the Teacher's normal weekly earnings consistent with Service Canada.

8. The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which SEB is payable.
9. Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefit shall not be reduced or increased by payments received under this Plan.
10. This Plan shall be in effect for the duration of the Collective Agreement.

L9.05 Family Medical Leave (see C11.1)

Notwithstanding any other provisions of this collective agreement dealing with unpaid leave of absence, Family Medical Leave of up to eight (8) weeks without pay (subject to C11.1) shall be granted to a teacher who meets the requirements for the leave as specified in the Employment Standards Act. Nothing in this provision limits the Board's ability to grant leaves under other applicable sections of the collective agreement or Board policy or Board procedure.

**ARTICLE L10.00 - GRIEVANCE AND ARBITRATION PROCEDURE**

- L10.01 In this Agreement, "grievance" means any dispute as to the interpretation, application, administration, or alleged violation of the terms of this Agreement including the question as to whether or not the matter is arbitrable. The parties agree to resolve all grievances in the manner and byway of the procedure hereinafter set out. The parties recognize that grievances which may arise should be resolved as expeditiously as possible and, accordingly, have set out mandatory time limits for grievance and arbitration proceedings which must be observed. Failure of the grieving party to proceed within the times stipulated shall be deemed a withdrawal or settlement of the grievance. Failure to respond within the times stipulated shall allow the grieving party to proceed to the next step.
- L10.02 The time limits fixed for the grievance procedure under this Agreement may be extended or abridged upon the written consent of the Board and the Bargaining Unit.
- L10.03 One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Bargaining Unit.

#### L10.04 Step I

A teacher who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall inform the Principal and/or appropriate Superintendent of Education/Area. Such a complaint shall be brought to the attention of the Principal and/or appropriate Superintendent of Education/Area, stating, in writing, the specific clauses being contravened, within ten (10) regular school days of the occurrence or origination of the circumstances giving rise to the complaint. The Principal or Superintendent of Education/Area shall, within five (5) school days, attempt to resolve the complaint informally at a mutually agreed upon time. The teacher may have the assistance of the Bargaining Unit President or Grievance Officer.

The Principal shall consult with and may seek the assistance of the appropriate Superintendent of Education/Area or designate, should there be an informal meeting. Notwithstanding the above, the Superintendent's or designate's and/or the Principal's answer shall be forwarded to the teacher not later than ten (10) regular school days after receiving the complaint in writing.

#### L10.05 Step II

Should the teacher be dissatisfied with the answer received at Step I, or should the Principal or appropriate Superintendent of Education/Area fail to submit the answer within the time stipulated, the Bargaining Unit, through a recognized officer, may submit a grievance in writing to the Superintendent of Education - Human Resource Services or designate stating the facts on which the grievance is based, a notation of the sections of the Agreement claimed to have been violated, and the remedy requested.

It shall be submitted no later than five (5) regular school days following receipt of the answer at Step I and, in any event, no later than thirty (30) regular school days following the date on which the facts giving rise to the grievance arose. The Superintendent of Education - Human Resource Services or designate shall arrange, within five (5) regular school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time. The meeting shall be attended by the Superintendent of Education - Human Resource Services or designate, and any other administrative staff representatives the Superintendent of Education - Human Resource Services or designate may choose to be present together with the President of the Bargaining Unit or designate, and at least one other Bargaining Unit representative.

The grievor may attend at the request of either party. The Superintendent of Education - Human Resource Services or designate, shall answer the grievance in writing to the President of the Bargaining Unit or designate no later than ten (10) regular school days from the date of the meeting.

#### L10.06 Group Grievance

In the event that the rights of two (2) or more teachers are alleged to have been violated in circumstances which involve the same basic set of facts, the Bargaining Unit, on behalf of the employees involved, may initiate a Group Grievance in writing at Step II within no later than eighteen (18) regular school days of the incident or circumstances giving rise to the grievance.

The Superintendent of Education - Human Resource Services or designate shall arrange, within five (5) regular school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time. The meeting shall be attended by the Superintendent of Education - Human Resource Services or designate, and any other administrative staff representative the Superintendent of Education - Human Resource Services or designate may choose to be present, together with the President of the Bargaining Unit or designate, and at least one other Bargaining Unit representative. The Superintendent of Education - Human Resource Services or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than ten (10) regular school days from the date of the meeting.

#### L10.07 Policy Grievance

Where the Board or the Bargaining Unit alleges that its rights as a party to the Collective Agreement have been directly violated, as opposed to the rights of an individual teacher, a policy grievance may be initiated at Step II. The Board shall initiate policy grievances by writing to the President of the Bargaining Unit and the Bargaining Unit shall initiate policy grievances by writing to the Superintendent of Education - Human Resource Services or designate within ten (10) regular school days of the incident or circumstances giving rise to the grievance.

Such written policy grievance must contain particulars of the incident giving rise to the grievance, the provision(s) of the Collective Agreement alleged to have been violated, the date of the alleged violation and the remedy requested. The parties shall arrange, within five (5) regular school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time, and written reply shall be provided by the party who has received the grievance within ten (10) school days of the meeting.

#### L10.08 Arbitration

Should the grievance be unresolved following receipt of the answer at Step II, or should such answer not be given within the required time, either the Bargaining Unit or the Board may submit the grievance to arbitration. The referral to arbitration must be in writing and received by the other party no later than ten (10) regular school days after the expiry of the Step II time limit.

- (a) When either party requests that a grievance be submitted to a single arbitrator, the written referral to arbitration shall include the names of three arbitrators. Within five (5) regular school days following receipt of the referral, the other party shall respond in writing, agreeing to one of the named arbitrators, or with a list of three alternative suggestions. If the responding party does not agree to one of the three, the parties may exchange further names until agreement is reached, or at any time after the initial exchange of lists, if agreement is not reached, either party may refer the matter to the Minister of Labour for appointment of an arbitrator whose name has not appeared in the exchanges between the parties under this provision.
- (b) An arbitrator shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- (c) No person may act as an arbitrator if that person has been involved in any attempt to negotiate or settle the grievance.
- (d) The decision of the arbitrator shall be final and binding upon the parties to this Agreement.
- (e) Each of the parties, being the Board and the Bargaining Unit, shall be responsible for the fees and expenses of the arbitrator.

#### **ARTICLE L11.00 - UNION DUES**

- L11.01 On each pay date on which a teacher is paid, the Board will deduct from their pay the regular ETFO Union Dues in accordance with the written direction of the Union, to be received by the Board at least thirty (30) days in advance of an anticipated change. It is understood that SEB payments do not constitute any part of a teacher's pay for purposes of dues deduction.
- L11.02 (a) ETFO dues deducted in accordance with L11.01 above shall be remitted to the attention of the ETFO General Secretary at 136 Isabella St., Toronto Ontario M4Y 0B5 on the 15th day of each month following the month in which the deductions were made.
- (b) At a minimum of three times per year, by October 31st, January 31st and June 30th of each year, the Board will provide the ETFO General Secretary with the following information: name, address, Board email, Ministry Identification Number (MIDENT), FTE status, salary, member status (Active/ terminate/retired), member leave status (deferred/paid/ preg/parental/unpaid/ WSIB), and OCT number.
- L11.03 Any monies deducted under L11.01 and L11.02 above shall be reflected as a dues deduction on teachers' T4 slips.

- L11.04 The ETFO shall indemnify the Board and save it harmless from all costs, losses, suits, attachments, damages or any other form of liability that may accrue from claims against the Board arising from the deduction or remission of dues, or from the provision of information upon which the Board and the Union may agree in accordance with the foregoing. It is further agreed that the Board is not in any way responsible for reconciling amounts due or deducted, but, upon request by the Union, will correct the future deduction status for a teacher.
- L11.05 The Board will deduct and remit professional fees to the Ontario College of Teachers in accordance with enabling legislation/regulation. The letter sent to each teacher granting them a leave of absence shall include a reminder that it is the teacher's responsibility to remit fees directly to the College of Teachers.

### **ARTICLE L12.00 – SENIORITY**

- L12.01 All members of the Bargaining Unit covered by this Collective Agreement shall be placed on a seniority list.
- L12.02 (a) Total years of seniority shall be determined by the total number of years of continuous employment in the elementary panel with the Board and its predecessor boards and in accordance with the provisions of the Collective Agreement. Continuous employment shall not be considered as interrupted for any teacher with the Board or its predecessor board who has been placed in the secondary panel as a result of the transfer, surplus and redundancy process. This shall not impact the calculation of seniority prior to September 2015.
- (b) Effective September 2015, part time teachers with 0.5 FTE or less shall have each year of service recognized as a half-year of seniority. Part time teachers with more than 0.5 FTE shall have each year of service recognized as a full year of seniority.
- (c) Effective September 1, 1995, a teacher will accumulate seniority while on long-term disability. There will be no retroactive credit for periods of long-term disability prior to September 1, 1995. Seniority accrued while receiving L.T.D. benefits will be credited to the teacher upon the teacher's return to their regular employment status.
- (d) On each occasion where a combined pregnancy and parental leave has been extended or where a parental leave without a pregnancy leave has been extended, there will be no loss of accumulated seniority.
- L12.03 In the event of surplus or redundancy, where a tie exists in placement on the Seniority List, the following steps shall be followed to determine position:

- (a) Total years of elementary teaching experience with the Board and its predecessor Boards, then,
- (b) Total years of teaching experience with the Board and its predecessor boards, then,
- (c) Total years of teaching experience in Ontario, then,
- (d) Total years of teaching experience in Canada, then,
- (e) Total years of teaching experience, as recognized for placement on the salary schedule, then,
- (f) By lot conducted jointly by the Superintendent of Education/Operations and the President of the Bargaining Unit.

Where two (2) or more teachers are determined to have the same seniority based on the factors in (a) through (e) above, seniority for redundancy and surplus purposes shall be determined as of the date that paid employment commences with the Board and its predecessor Boards.

- L12.04 On or before November 1 of each year, a master Seniority List as of September 30, immediately preceding, shall be drawn up by the Board and shall be posted in each school or place of employment and furnished to the Bargaining Unit. The list shall depict the seniority status of each member of the Bargaining Unit covered by this Collective Agreement in decreasing order of their respective seniority in accordance with paragraph L12.02.
- L12.05 On or before April 15 of each year, the Master Seniority List shall be reviewed and amended by attaching additions and seniority as of June 30 immediately preceding to the list - if seniority is to be used as a result of an expected surplus and redundancy situation. Notice of such Master Seniority List amendment shall be posted in each school or place of employment. Such amendments shall be subject to paragraph L12.06 (a) and (b).
- L12.06 Seniority of full-time and part-time teachers hired subsequent to the June 30th date set out in L12.04 and L12.05, above, shall show as "0 years" for the purposes of the master seniority list, with the appropriate amount of time worked in that year being credited toward the "tie breakers" as set out in paragraph L12.03 above.
- L12.07 (a) Within twenty (20) days of the posting of the Master Seniority List amendment referred to in paragraph L12.05, each member of the Bargaining Unit shall have the right to contest the accuracy of the dates in the posted amendment, failing which the teacher shall have no further complaint respecting seniority status.



Teachers on leave from the Board during the twenty (20) day period of the posting shall have twenty (20) days after their return from leave to contest the accuracy of the Master Seniority List amendment which was posted during their leave of absence.

- (b) Should a teacher question the accuracy of seniority status, as depicted on the Master Seniority List, the teacher shall notify the Bargaining Unit and the Board in writing to this effect. The Parties shall meet within five (5) teaching days after the Board receives or may reasonably be expected to have received any such written notification to review this matter.

### **ARTICLE L13.00 - REDUNDANCY**

L13.01 In the event that there are redundant teachers within the Board due to reduced enrolment, program changes or changes in the Board's jurisdiction, the following principles shall apply:

- (a) Redundant positions will be determined on a system-wide basis;
- (b) Every effort shall be made to absorb the redundant teachers through the process of attrition as a result of normal resignations, retirements and/or leaves of absence;
- (c) If it is not possible to place redundant staff, reductions shall be made on the basis of seniority as determined by Article L12.00 of this Agreement; and,
- (d) Teachers who are redundant shall be notified in writing by May 31.

L13.02 Should a permanent teacher be declared redundant, either of the following options shall be chosen by the teacher at the time of being declared redundant:

#### OPTION "A"

- (a) have the option of being placed on the regular supply teacher list for the family of schools from which the teacher last served and shall receive a priority in call for a position within the Board for two (2) years from the date of having been declared redundant;
- (b) have the option of up to two (2) years from the date of being declared redundant of being rehired without loss of seniority attained at the time of being declared redundant in priority to any new teachers, save and except other persons having been declared redundant by the Board who have greater seniority at the time the position becomes available.

Such a teacher shall keep the Manager of Employee Relations/Services advised of any change of address; and written notification of any position shall be deemed to be received by such teacher within four (4) days of having been sent by prepaid registered mail to the last known address of

the teacher in the records of the Manager of Employee Relations/Services and such position shall be deemed to have been refused by such teacher if no acceptance of the position is communicated to the Superintendent of Education/Operations within eleven (11) days of the notice having been mailed (including the date of mailing). In the event that a teacher refuses or is deemed to have refused a permanent position, the teacher shall no longer have the protection of this Article of the Agreement;

- (c) receiving the protection provided under sub-paragraph L7.01 (c) (Medical/Dental) for a period of three (3) months from the date of being declared redundant.

#### OPTION "B"

Taking in addition to any other benefits to which the teacher may be entitled under the terms of this agreement, a termination allowance equal to 30% of annual salary, including any special allowances, at the time of being declared redundant and such teacher shall have the protection provided under sub-paragraph L7.01(c) (Medical/Dental) for a period of three (3) months from the date of being declared redundant.

L13.03 Should a probationary teacher be declared redundant, the teacher shall only be entitled to Option A, provided under paragraph L13.02.

L13.04 A teacher shall be rehired on a basis to which they would have been entitled had they not been declared redundant.

#### **ARTICLE L14.00 - SELF-FUNDED LEAVE PLAN**

L14.01 The Self-Funded Leave Plan (hereinafter called the Plan) exists to enable up to twenty (20) teachers, in any given year, to take a one (1) year leave of absence without pay and to finance this leave through deferral of salary in an agreed upon number of years prior to the year of the leave. The Board reserves the right to limit the number of teachers in any one year to take a leave from a school or a subject area.

L14.02 Any teacher having at least three (3) years seniority with the Board shall be eligible to participate in the Plan in accordance with the conditions of this Article.

L14.03 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:

- (a) one (1) year deferral of one-third of annual salary followed by one (1) year of leave;
- (b) two (2) years deferral of one-third of annual salary in each year followed by one (1) year of leave;

- (c) three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave;
- (d) four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave;
- (e) five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.

L14.04 In each year of the Plan preceding the year of the leave, the teacher will be paid a reduced percentage, in accordance with the terms selected above, of that teacher's regular grid salary plus all allowances. Teacher benefits will be calculated according to the terms of the current Collective Agreement between the Board and the Bargaining Unit based upon the teacher's annual salary rate had the teacher not participated in the Plan.

L14.05 Pension contributions shall be made in each year of the Plan and shall be calculated as if the full salary and allowances were received by the teacher participating in the Plan. During the year of the leave, all contributions to the Teachers' Pension Plan shall be paid by automatic debit from the teacher's bank account. It will be the responsibility of the teacher to ensure adequate funds in the account, and that necessary and sufficient information is provided to the Board to set up the automatic debit. It is also the responsibility of the teacher to ensure that all such information is up-dated as necessary, and current.

L14.06 The provisions of the Plan are subject to the regulations governing the Ontario Teachers' Pension Plan Board and Revenue Canada, which may be amended from time to time.

L14.07 A teacher returning to duty after leave shall, subject to the provisions of the *Administrative Procedure for the Transfer and Redundancy of Elementary School Teachers*, be reinstated to a similar position held prior to the leave unless otherwise mutually agreed upon in writing between the teacher and the Board, with no loss of seniority, allowances or teacher benefits accrued to the commencement of the leave. Seniority shall accumulate during the year of leave only for the purpose of redundancy. The year of leave shall not count as a year of experience for placement on the grid.

L14.08 Leaves may be deferred for one year under circumstances which do not permit the leave to be taken at the time originally contemplated. If deferral results in the leave being taken later than originally intended, any monies accumulated shall remain in the Plan.

L14.09 The one (1) year period of leave shall be the period from September 1 to the following August 31 inclusive, or such other twelve (12) month period as may be mutually agreed.

L14.10 Conditions

- (a) By January 15 in any school year, a teacher qualified as in paragraph L14.02 above, shall submit to the Superintendent of Education/Operations a completed application form for participation in the Plan setting out the deferral program and the payment option proposed.
- (b) The Superintendent of Education/Operations shall forward a written acceptance, or denial with explanation, to the teacher by March 1 of the school year in which the request is made.
- (c) A denial may be appealed to a Committee of four (4), consisting of the Director or designate, two (2) members of the Bargaining Unit and one (1) Trustee. The decision of the appeal committee shall be final.

L14.11 Following Board approval, the teacher and the Board shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions of this Article. This may be amended by mutual agreement in writing prior to March 1 of any year and in accordance with the terms of the Plan.

L14.12 A teacher who applies for a leave and is granted a leave shall have the option of withdrawing from the Plan at any time prior to the leave, up to and including March 1 of the year in which the leave is to commence.

L14.13 It is understood that a teacher on a leave is responsible and must arrange for the payment of all fees due to the Ontario College of Teachers during the period of leave.

- L14.14
- (a) The deposit of all funds retained under provisions of this Plan shall be to the financial institution of the teacher's choice. The teacher shall advise the Comptroller of Finance of this choice by April 15 of the year in which the approval to participate in the Plan is given. Any subsequent change shall be made between the teacher and the financial institution.
  - (b) Once these funds are deposited in the financial institution, the Board assumes no responsibility for the investment or disbursement of any funds belonging to any teacher taking part in this Plan.
  - (c) During the year of the leave the teacher shall arrange with the financial institution a method of repayment of accumulated monies and interest.
  - (d) During the year of the leave the teacher shall retain all benefits which shall be paid 50% by the teacher and 50% by the Board, exclusive of L.T.D. where premiums remain 100% payable by the teacher. During the year of the leave, the teacher's share of the benefit premiums shall be paid by automatic debit from the teacher's bank account. It will be the responsibility of the teacher to ensure adequate funds in the account, and that necessary and sufficient information is provided to the Board to set up the automatic debit. It is also the responsibility of the teacher to ensure that all such information is updated as necessary, and current.

- (e) Neither the Durham District School Board nor the Union accept any responsibility to, or on behalf of participants in the Plan, except as required by law or explicitly stated in this Article.
- (f) Should any teacher who is enrolled in the Plan leave the employ of the Board, that teacher's enrolment in the Plan shall terminate.

## **ARTICLE L15.00 - HALF-TIME LEAVES**

### **L15.01 Half-Time Leave Of Absence**

- (a) Subject to the other provisions of Article L15.00, a full-time permanent teacher shall be granted a half-time leave of absence (.5 FTE), renewable annually, upon written application or renewal notice to the Superintendent of Education/Operations, to be received no later than March 1 immediately preceding the school year for which the leave is being requested or renewed.
- (b) A teacher on half-time leave of absence will be required to work 0.5 of a regular full-time teaching timetable during the year of the approved leave.
- (c) A teacher on half-time leave shall be entitled to 100% credit for the purpose of seniority during the period of the leave. Pursuant to Article C5.00 Benefits of the Collective Agreement, teachers on half-time leave may be entitled to all employee benefits unless otherwise provided under this Agreement, but on a cost-share basis.
- (d) A teacher who is granted a half-time leave shall be eligible for salary and allowances, experience credit for salary purposes and sick leave accumulation, and retirement gratuity, each on a pro rata basis (i.e.  $\frac{1}{2}$ ) reflecting the half-time nature of that teacher's teaching schedule to the teaching schedule of a full-time teacher.
- (e) Notwithstanding (d) above, a teacher granted a half-time leave shall not suffer a loss of retirement gratuity or sick leave credits accumulated to the time of commencement of leave.
- (f) A teacher who participates in a half-time leave may be eligible for benefits pursuant to Article C5.00 Benefits of the Collective Agreement upon payment by the teacher, by automatic debit arranged in advance, of their share of premiums.
- (g) Subject to the provisions of Article L13.00, a teacher returning to full-time employment after two years or less on a half-time leave shall be returned to a full-time teaching position in the school to which they are assigned. A teacher returning to full-time employment after more than two consecutive years on half-time leave shall remain in the school to which they are assigned if there is an anticipated further .5 vacancy in the school at the

time of return. Where such vacancy does not exist in the school at the time of return, the teacher shall be placed by the Board in a further .5 position in another school. This does not preclude the teacher from applying for a full-time vacancy in another school.

- (h) Notwithstanding (g) above, a teacher returning after more than two consecutive years of half-time leave may elect, in writing to the Superintendent of Education/Operations by no later than March 1, and will be placed in a full-time position in another school if such exist following the transfer and surplus rounds and prior to positions being posted externally

L15.02 The number of staff on leave at any one time shall be subject to the instructional requirements and the budget allocation for such purposes.

L15.03 Consideration for leaves under this Article will be given to the requirements of the school and program needs for staffing and expertise, as determined by the Superintendent of Education/Operations.

#### **ARTICLE L16.00 – JOINT EMPLOYEE RELATIONS COMMITTEE**

L16.01 The Parties agree to participate in a joint employee relations committee to discuss Board policies and procedures which deal directly with teachers. Matters for discussion shall not include matters that are under negotiations or that are the subject of an active grievance.

L16.02 The committee will consist of up to four members of the executive of the Bargaining Unit, the Associate Director – Equitable Education the Superintendent of Education - Human Resource Services and two (2) other Board administrators. Additional resource personnel may attend as mutually agreed by the parties.

L16.03 The committee shall meet on a regular basis, or at the call of either Party. Consultation by way of this committee will take place before significant alterations are made to Board Policies and Procedures.

#### **ARTICLE L17.00 – GENERAL**

##### **L17.01 School Year**

The Board agrees that the school year will be no longer than the minimum required under the Education Act and Regulations, except after discussion with and the agreement of the Union.

##### **L17.02 Professional Activity Days**

The Board agrees to authorize and approve the maximum number of professional activity days allowed by the Education Act and Regulations.

### L17.03 Lunch Break

Recognizing the duties of teachers as defined by the Education Act and Regulations, each teacher shall be scheduled for a lunch break of 40 consecutive minutes free from scheduled supervision, duties and school activities.

### L17.04 Medical and Physical Procedures

- (a) No teacher shall be required to carry out any of the following medical procedures administer medication by injection (except the use of an epipen), catheterization tube feeding, feeding students with impaired swallow reflex, postural drainage, manual expression of the bladder.
- (b) No teacher shall be required to carry out a pediculosis examination.

### L17.05 Preparation Time

Preparation time shall be used for professional activities, as determined by the teacher, and shall be assigned only during the Instructional School Day as defined in L17.06.

- (a) In addition to any preparation time provided during professional activity days or otherwise under this collective agreement, the Board shall schedule preparation time in accordance with the provisions of this article.
- (b) Preparation time for each full time teacher shall be 240 minutes (per cycle of five instructional days).
- (c) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- (d) 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. Administrators will endeavor to reschedule missed preparation time as soon as administratively feasible within one (1) month but no later than three months after the loss of the preparation time and in any event within the same school year. Where possible, teachers shall be given at least one (1) day notice when their missed planning time will be made up, unless otherwise agreed to by the Principal and Teacher.
- (e) Where a classroom teacher does not have full-time instructional duties, such preparation time shall be pro-rated accordingly.
- (f) It is understood that the preparation time will be scheduled in blocks of at least 30 minutes.

#### L17.06 Length of the Instructional School Day

The Instructional School 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 break(s).

#### L17.07 Copying of Collective Agreement

The Board shall make available a searchable electronic copy of the collective agreement to ETFO Durham Local and for each member of the bargaining unit. The Collective Agreement will be made available on the Staff Portal and a link will be sent each September, to all members of the bargaining unit. Additionally, during on-boarding of new employees, the Board will outline to new members where the Collective Agreement will be found.

#### L17.08 Attendance at Meetings

Unless expressly agreed otherwise, it is understood and agreed that attendance of bargaining unit representatives at all meetings between the Union and the Board shall be at no cost to the Board.

#### L17.09 Personnel File

- (i) A teacher will have access during normal business hours to their personnel file, by prior appointment with the Supervisor of Employee Records and in the presence of the Supervisor of Employee Records or designate. The teacher may request copies of any document contained in this file.
- (ii) At the teacher's request, they may be accompanied by one other person, who may have access as determined by the teacher. A member of the local Union executive may be given access to a teacher's personnel file if the teacher authorizes that access in writing and the local Union executive provides that authorization to the Supervisor of Employee Records prior to requesting an appointment to view the teacher's file. The local Union executive member may be given copies of any documentation in the teacher's file if the teacher has expressly authorized the Board to make and give copies to the local Union executive member;
- (iii) A teacher who questions the accuracy or completeness of information in their personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date- stamped and placed in the file upon request.
- (iv) Where the Board exercises its discretion to amend information in a teacher's personnel file upon receipt of and in response to the submission set out in (iii) above, the Board will provide to the teacher a copy of the amended information.



- (v) At the teacher's request to the Superintendent of Education/Employee Relations, documents contained in a teacher's personnel file of a disciplinary nature and all supporting documents shall be removed from the file two (2) years after their date of issue, unless further disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board may remain in a teacher's file.

#### L17.10 ETFO Business

The Board shall provide, in each workplace, access to a bulletin board for the posting of appropriate Union information for the Union membership. In the event of a disagreement whether information is appropriate, the Bargaining Unit President shall contact the Superintendent of Education – Human Resource Services or designate, who shall decide the issue.

#### L17.11 Extra-Curricular Sports and Club Activities

It is understood and agreed that, unless legislation or written Ministry Policy expressly states otherwise, extra-curricular sports and club activities are voluntary for teachers.

#### L17.12 Teacher Performance Appraisals

Teacher Performance Appraisals shall be conducted in accordance with the Education Act, the Ministry of Education's Guidelines, and the Board's Teacher Performance Appraisal Manual. The Board will consult with the Union prior to making modification to the Board's Teacher Performance Appraisal Manual.

Issues arising from the implementation of the Teacher Performance Appraisal shall be referred to the JERC for discussion.

The Board will notify the local Union when a teacher receives an unsatisfactory rating.

The Union may file a grievance with respect to the termination of a teacher as a result of unsatisfactory performance appraisals.

The Board will endeavour to complete observations associated with the Performance Appraisal process by May 31st at the latest.

#### L17.13 Principal and Vice-Principal Designates

- (a) When there is neither a Principal or Vice-principal in the school for a day or more, a teacher may be asked to assume the responsibilities of the Principal or Vice-principal.

- (b) When a teacher agrees to assume those responsibilities as per subparagraph (a) above, an occasional teacher shall be hired to assume the responsibilities of that teacher.
- (c) When a teacher performs the duties specified above, the teacher shall be paid an additional allowance listed below for each full-day in which they perform the duty.

Effective September 1, 2019 – \$28.30

Effective September 1, 2020 – \$28.58

Effective September 1, 2021 – \$28.87

- (d) Teachers serving as Principal/Vice-principal designates shall not discipline or evaluate other teachers.
- (e) Each Principal shall forward to the Area Superintendent, a request for payment for any teacher assigned to be In-Charge of the school on a temporary basis, and payment will be made to the teacher in a timely manner. Usual and statutory deductions apply to all such payments.

#### L17.14 Staff Meetings

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

#### L17.15 Report Cards

- (a) The Board will determine the report card distribution dates through the school calendar consultation process. These dates will be published at the start of each school year.
- (b) In consultation with the school's teachers, the Principal shall establish the submission dates for all report cards for no later than September 30th each year.
- (c) The Board shall make available, in electronic form, standard comments and "next steps" for report cards which are in accordance with Ministry requirements.

- (d) Every reasonable effort shall be made to limit requests for revision of report cards to no more than once in each report card cycle. Principals will provide specific direction to teachers regarding the revisions that are required. These requests and revisions shall be made in a timely manner.

#### L17.16 Supervision Time

1. For the purpose of the supervision provisions of the collective agreement, supervision time shall be defined as the time a teacher is assigned to supervise students outside the Instructional School Day as defined in L17.06. Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the Instructional School Day as defined in L17.06.

For greater certainty, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and other assigned duties undertaken before the commencement of the Instructional School Day in the morning, before the commencement of classes following the lunch interval, during recesses or after the Instructional School Day.

- (a) Except where otherwise agreed as set out below or determined by an arbitrator, no teacher shall be required to perform supervision duties in excess of the number of minutes performed in the prior school year. In the event a teacher is new to the school, the number of minutes of supervision shall be the number determined to be performed by other teachers in the school with an equivalent FTE.
- (b) Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time of the time performed by full-time teachers in the school.
- (c) The maxima of supervision minutes for elementary teachers will be 80 minutes within each period of five instructional days.
- (d) The Board shall make every reasonable effort to allocate supervision duties fairly and equitably within each school.

2. Local Supervision Committee

A Local Supervision Committee (the "Committee") will be developed at each school. The Committee shall consist of: the school Principal, the school Vice-Principal, the ETFO Steward at the school and the ETFO Health and Safety Representative at the school, if they are a member of the bargaining unit. If the ETFO Health and Safety Representative is not a member of the Bargaining Unit, or if the role of ETFO Steward and ETFO Health and Safety Representative are filled by the same person, a second teacher representative to the Committee will be assigned by the Local. Where the school does not have a Steward, a teacher representative to the Committee will be assigned by the Local. Where a school does not

have a Vice-Principal, the Principal and the ETFO Steward, or Locally assigned representative should there be no Steward, will form the Committee.

The purpose of the Committee shall be to review the current supervision schedule and collaborate on the development of the supervision schedule for the upcoming school year with due consideration to student safety. The Committee will meet by April 30th of every school year, and will determine the appropriate level of supervision at the school for the following year. In determining the appropriate level of supervision for the school, the Committee may consider issues such as, but not limited to, sightlines, number of staff available to supervise, student enrolment, traffic flow, etc.

The Local Supervision Committee will forward the draft supervision schedule, without staffing names, for the following year, along with a sign-off from all members of the Committee to the Central Supervision Committee by May 15th.

If the Local Supervision Committee cannot meet these deadlines due to extenuating circumstances such as but not limited to anticipated boundary changes and subsequent changes in enrolment and staff complement, the above deadlines may be extended by mutual agreement of the Local and the Board.

The Local Supervision Committee will meet during the instructional day at a mutually agreeable date and time, and the ETFO member-representatives will be provided release time in order to attend.

### 3. Central Supervision Committee

The Central Supervision Committee will consist of equal representatives, up to three (3) people from each of the Board and the Union.

Where the Local Supervision Committee determines that the number of supervision minutes must increase from the number of minutes per member in the previous year at the school, it will, by May 15th, provide the Central Supervision Committee with the rationale for such increase, a statement confirming that every reasonable effort was made to mitigate the proposed increase, and a draft of the following year's schedule for final approval.

Where consensus cannot be reached at the Local Supervision Committee, the matter will be forwarded to the Central Supervision Committee for determination. The Central Supervision Committee will meet by May 31st, in years where it is necessary to do so.

If the Central Supervision Committee cannot agree on either the need or the extent of the change, the matter may be referred by either party to the grievance process outlined in Article L10.00. The parties agree that a change to supervision minutes from the previous year's number will not be implemented prior to the grievance being resolved or determined by the arbitrator, unless there is no reasonable alternative to doing so.

By October 15th of every school year, Family of Schools Education Officers will forward to the Local Union office the final supervision schedules for each school for the year, along with a list of bargaining unit members from the school and the number of minutes of supervision being performed per 5-day cycle for each.

L17.17 Peer Coaching and Mentoring

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

L17.18 Health and Safety

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, including those under Part III.0.1 regarding Violence and Harassment.

L17.19 Walk throughs and School Improvement Teams

It is understood between the parties that the information obtained from school "walk throughs" and/or "school improvement" teams may not be used for the purposes of Teacher Performance Appraisal evaluation.

L17.20 Medical Files

The Board shall keep all medical information pertaining to a teacher in a separate file which shall be held in a secure manner and only the Ability Management Case Manager/Manager, the member, and the union where consent is given by the member shall have access.

L17.21 Return to Work/Accommodation Plan

The Board shall notify the Member of their right to union representation at any meeting where a return to work/accommodation plan is being discussed. The parties shall cooperatively develop a modified return to work and/or accommodation plan where required for such members.

L17.22 Debrief Meetings

Administrators shall schedule debrief meetings, at a mutually agreeable time as soon as reasonably possible after the submission of a Violent Incident Report or Safe Schools Incident Report. Where possible, all relevant staff will be included in the debrief meeting.

L17.23 Technology

The Board shall provide an electronic device to Members, upon request, to use for instructional or assessment and evaluation purposes. Within twelve (12) months of receipt of the device, members will be required to attend a "Digital Citizenship and Professional Practices" workshop in order to maintain use of the device. The "Digital Citizenship and Professional Practices" workshop will be offered every PA Day where members are able to attend workshops. Members will be encouraged to attend further professional development to expand their understanding and use of technology in their classroom. No Member shall be asked or be required to use personal electronic equipment for instructional or assessment and evaluation purposes.

L17.24 Where a classroom reorganization occurs in the fall and a teacher is required to change workspace, the teacher shall be granted, upon request, up to one full day of release time for the purpose of moving resources and materials to the new workspace.

**ARTICLE L18.00 - ASSESSMENT, EVALUATION AND REPORT CARDS**

L18.01 Two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards, one prior to the first reporting period and one prior to the second reporting period.

L18.02 To provide additional time for planning, marking, preparation of report cards and such, the parties agree that the number of student contact days for teachers shall continue to be reduced by one-half ( $\frac{1}{2}$ ) day. The use of this one-half ( $\frac{1}{2}$ ) day shall be determined by the teacher and be scheduled in agreement with the Principal.

Dated at Whitby, Ontario, this 4th day of December, 2020

On Behalf of the Board

Sheepwash

Heather Mandy

M. Lazu

[Signature]

B. Samil

L. Hack

\_\_\_\_\_

On Behalf of ETFO

Mary J. [Signature]

a. Ryan

Janice [Signature]

[Signature]

A. [Signature]

S. [Signature]

[Signature]

Walter [Signature]

C. Shields

P. [Signature]

## **Letter of Understanding #1**

### **Re: Teachers Seconded to Temporary Positions of Added Responsibility Out of the Bargaining Unit**

- (a) Subject to the provisions set out below, a teacher who is assigned for a specific term or task to a temporary position of added responsibility to fulfill the duties of a position out of the bargaining unit, for a period of time not to exceed one (1) year, shall continue to be a member of the bargaining unit, with all of the rights, privileges and obligations thereof, including but not limited to:
  - (i) payment and deduction of union dues;
  - (ii) participation in the teachers' benefits plans pursuant to the collective agreement;
  - (iii) accrual of bargaining unit seniority in the usual course;
  - (iv) full recognition and credit for teaching experience for the term the teacher is in the term or temporary position; and
  - (v) access to the grievance procedure.
- (b) The terms and working conditions of the non-bargaining unit position assignment shall be those of the non-bargaining unit position as may be determined by the Board. It is agreed and understood, however, that teachers put into this type of position will not be expected or required to write or present performance appraisals of other teachers, although they may be required to provide requested information to the Board or Principal to assist in the preparation of a teacher appraisal.
- (c) The salary for the temporary or acting position shall be the ordinary starting salary rate for the non-bargaining unit position being replaced, pro-rated for the period of time of the acting or temporary assignment.
- (d) The term of the acting or temporary assignment referred to above may be extended by mutual agreement of the Board and the teacher.
- (e) A decision of the Board to terminate a teacher's acting or temporary assignment to a position of added responsibility out of the bargaining unit shall not be considered disciplinary and shall not be the subject-matter of a grievance or arbitration.
- (f) Notwithstanding Paragraph 1 above, in the event legislative or regulatory changes require that a teacher who is assigned to an acting or temporary position out of the bargaining unit be removed from the bargaining unit for the term of the assignment, the Board and the Federations agree that the teacher shall be granted a leave from their bargaining unit position for the specified period or term of the acting assignment. Upon return to the bargaining unit the teacher shall be credited with the seniority held at the time of transfer to the acting position, and in addition shall



be given a seniority credit adjustment equal to the full period of the leave or acting term.

- (g) Upon the termination of the leave or acting assignment, the teacher shall be returned to the bargaining unit position held by them prior to the transfer out of the bargaining unit.

### **Letter of Understanding #2**

#### **Re: 3<sup>rd</sup> Transfer Round (Surplus Part-time Teachers)**

For each school year included in the term of this Agreement the parties agree as follows:

1. If, following the 2nd Transfer Round for full-time teachers, there are no surplus full-time teachers, the parties agree to implement a 3rd Transfer Round for part-time teachers.
2. Prior to the commencement of the 3rd Transfer Round, surplus part-time teachers shall be placed.
3. A part-time teacher who wishes to be considered for a position(s) that remains vacant after the placement of surplus part-time teachers and that would effect an increase in their position up to and including a full-time 1.0 position, may apply to the 3rd Transfer Round, which will take place before any teachers are hired from outside the elementary panel of the Board.
4. Each part-time teacher who applies for consideration pursuant to paragraph 1 above must be qualified for the position(s) for which they wish to be considered, and must make application in the same form and manner as full-time teachers apply for the first two Transfer Rounds.
5. Selection of teachers pursuant to the foregoing shall be at the discretion of the Board.

### **Letter of Understanding #3**

#### **Re: Teacher/Librarians**

Teacher/Librarians shall be staffed according to Board complement. Each school shall have the minimum of 0.5 F.T.E. Teacher/Librarian and no school will receive more than 1.0 F.T.E.

As a general principle, library time will not be used to generate preparation time i.e. where a Teacher/Librarian leaves library to teach a class in a room outside the library. However, regularly scheduled library programs such as book exchange, library skills or research skills may result in the opportunity to create preparation time, in which case this additional prep time will not be used to increase the base administration allocation.

Teacher/Librarians that are less than 1.0 F.T.E., shall have the proportioned preparation assigned to the library portion of the assignment.

#### **Letter of Understanding #4**

##### **Re: School Closure**

For the term of the 2019-2022 Collective Agreement, if an elementary school has been identified for closure, prior to the staffing process, the Parties shall meet to review the protocol and process to be used for staffing surplus and transfer.

#### **Letter of Understanding #5**

##### **Re: Behaviour Safety Plans**

The parties agree that a Committee be struck to review the implementation of the DDSB's Risk of Injury Procedure. The Committee will consist of up to four (4) representatives of the Board and up to four (4) members of the bargaining unit, to be determined by the Local and the initial meeting will occur no later than March 1st, 2021. The Committee will review best practices in the creation of Behaviour Safety Plans in response to Risk of Injury Behaviour.

The Committee will identify components necessary to ensure clear communication and maintain safety of staff and students, and will create a communication strategy and any resources that may be necessary for staff and administrators to help guide the creation of Behaviour Safety Plans and their implementation in schools.

#### **Letter of Understanding #6**

##### **Re: Permanent Positions**

Positions that become vacant as a result of mid-school year resignations or retirements up to the last day in February will be posted as permanent, internally to the bargaining unit. Where an internal candidate is successful to the posted position, the resulting vacancy will be posted as a permanent position external to the bargaining unit. If there are no internal applicants to a posting during this process, the job will be posted as a permanent position, external to the bargaining unit.

New vacancies that are created between the start of the school year and the last day in February will be posted for and filled in the same manner as above.

The parties will discuss this matter through the Committee to Review the Surplus/Transfer and Staffing Processes under LOU #7

## **Letter of Understanding #7**

### **Re: Committee to Review the Surplus/Transfer and Staffing Processes**

The parties agree to establish a committee comprised of up to 4 Union representatives, and up to 4 Board representatives, including the Associate Director - Equitable Education or designate and the Superintendent of Human Resources. The committee will discuss the Surplus/Transfer and Staffing Processes and the initial meeting will occur no later than thirty (30) days after ratification or as otherwise mutually agreed upon. The committee will meet regularly and as is deemed necessary.

This committee will make recommendations for changes to the Surplus/Transfer and Staffing Processes. These recommendations will be presented to the Joint Employee Relations Committee and other Board committees/councils as would be required, no later than September 2021.

## Historical Language - Benefits

The Parties acknowledge the following language formed part of the 2014-2019 collective agreement and represents the Benefit Plan in effect prior to the transition to the Benefit Trust.

### L7.01 Benefits For Full -Time Teachers:

The Board will assume 90% of the premium rates, for the coverage of benefits under the following:

Effective September 1, 2014, the following changes:

- (a) Group Life Insurance (3 times earnings to a maximum of \$270,000)
- (b) Accidental Death and Dismemberment
- (c) Medical/Dental -\$10.00 (single)/\$20.00 (family) deductible,
  - 2010 ODA
  - basic Dental \$1,600 maximum per calendar year;
  - major Services and Prosthodontics, 50%co-insurance \$1,800 per calendar year;
  - orthodontics 50% co-insurance \$1,600 per calendar year (\$4,500 lifetime)
  - Vision care plan to provide up to \$450 in any consecutive 24 month period for prescription glasses/contact lenses.
  - Hearing Aids: Purchase of hearing aids to a maximum of \$4,000 every forty-eight (48) consecutive months.
  - Re: items (a) through (i) - For each such practitioner, payments up to a total of \$500 per person, per calendar year.
    - (a) Speech Therapist
    - (b) Chiropractor
    - (c) Osteopath
    - (d) Chiropodist
    - (e) Podiatrist
    - (f) Naturopath
    - (g) Christian Science Practitioner
    - (h) Physiotherapist
    - (i) Masseur

(d) The teachers will assume 100% of the premium rates for the coverage of benefits under the following:

- Long-Term Disability (maximum monthly payment is \$5,000.00)

Coverage under (a), (b), and (d) is a condition of employment. Coverage under item (c) is in accordance with the terms of the policy with Manulife Financial or an equivalent policy with another company. For eligible expense coverage, consult your Group Insurance Plan booklet or the Master Policy.

E.T.F.O. agrees that issues arising from the administration, application, interpretation and implementation of the terms of the Long-Term Disability policy, including determination by the insurer of eligibility for or denial of a claim, are not the responsibility of the Board, and may not be the subject of a grievance or arbitration.

L7.02 Benefits For Part-Time Teachers:

A part-time teacher, teaching at least half-time, shall be eligible to participate in the benefit plan provided in L7.01, the cost of which shall be pro-rated in the same ratio as the part-time employment bears to full-time employment.

L7.03 Benefits for Teachers on Leave

Unless expressly agreed elsewhere in this Agreement or required by law otherwise, a teacher who is enrolled in benefits coverage while actively at work may continue benefits coverage during the term of a leave of absence for a maximum period of two years by assuming 100% of the cost of all benefits premiums, with arrangements for direct debit from the employee's bank account to be made in advance of the commencement of the leave. Benefits will cease immediately and will not be reinstated in the event there are insufficient funds available in the employee's account in any month.

L7.04 The Board shall provide to the Union, on request, a copy of all parts of the Board's Master Benefits Policy that applies to bargaining unit employees. Issues on concerns arising from the Benefit Policy shall be discussed at the Joint Employee Relations Committee.

L7.05 The Board shall provide the Union with updates to benefit plans and premiums prior to publishing the information to bargaining unit members.

L7.06 The Board agrees to consult with the Union prior to changing the insurance carrier.

**Letter of Intent #2 - Re: Continuation of Benefits for Early Retirees**

If approved by the insurance underwriters, and if there is no increased cost to the Board, a teacher who retires from the teaching profession and the Board prior to age 65 may retain membership in group benefit plans (medical/dental/vision, group life, A.D.&D.) to which the teacher belongs at the time of retirement until the teacher attains the age of 65 years. A teacher may retain membership in (a) group life and accidental death and dismemberment, or (b) all the group benefit plans referred to above. The retired teacher must pay the full premium cost to maintain the teacher's participation and coverage under the group insurance contracts.

A teacher who retires early and chooses to retain their benefit coverage must establish a pre-authorized debit arrangement with the Board so the monthly premiums are automatically paid from the teacher's designated bank account. If the necessary arrangements are not made by the teacher or if any of the pre-authorized debit transactions are not honoured at the bank, the group insurance coverage will terminate 30 days from the date the debit transaction was to have taken place.