

Elementary Teachers' Federation of Ontario – York Region

Collective Agreement

between the

York Region

District School Board

- and the -

Elementary Teachers' Federation of Ontario

York Region



September 1, 2014 to August 31, 2017

Available online at: <https://bww.yrdsb.ca/boarddocs/Pages/CollectiveAgreements.aspx>

Collective Agreement
between the
York Region District School Board
and the
Elementary Teachers' Federation
of Ontario – York Region

This Agreement has been negotiated by a joint committee of the Negotiating Team of the Elementary Teachers' Federation of Ontario – York Region and the Negotiating Team of the York Region District School Board. The term of the Agreement shall be September 1, 2014 to August 31, 2017.

FOR THE UNION, ETFO-YR

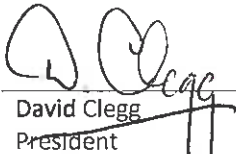
FOR THE BOARD



Susan Ansara
ETFO Provincial



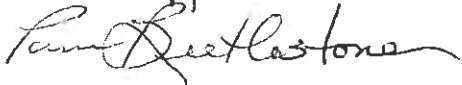
Scott Yake
Coordinating Superintendent and
Chief Negotiator



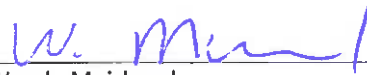
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President



Dorothy Cammaert
Superintendent of Human Resources



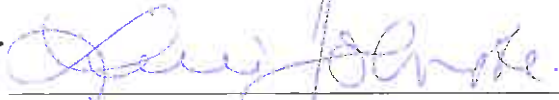
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Coordinating Superintendent, Finance Services



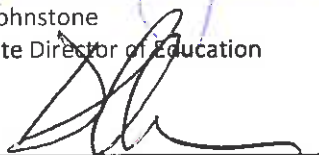
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Vice-President



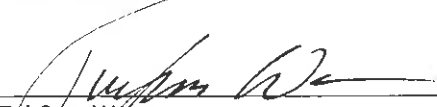
Leslie Johnstone
Associate Director of Education



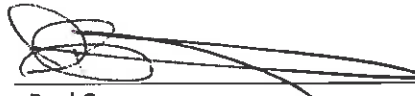
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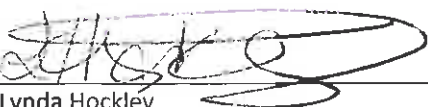
Dan Wu
Superintendent of Education



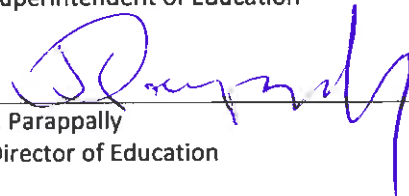
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ETFO-YR



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Director of Education

Not all central provisions are applicable to ETFO-YR members. Consult the specific central terms to determine what is applicable to permanent, occasional or long-term occasional teachers.

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PART A CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

Note: Also Refer to Local Agreement L.A.3.23

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For

greater clarity:

- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or within such greater period agreed upon by the parties; or within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.

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

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40)

days after becoming aware of the dispute.

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

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.

- b) The Teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

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

C6.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C6.1 Funding

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

C6.2 Cost Sharing

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

C6.3 Payment in Lieu of Benefits

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

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

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

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

C7.00 SICK LEAVE

Sick Leave/Short Term Leave and Disability Plan

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

Subject to paragraphs d) i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year.

Teachers who are less than full-time shall have their sick leave allocation pro-rated.

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

e) Short-Term Leave and Disability 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 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

Note: Not Applicable to Permanent Contract Teachers

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

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

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

g) Administration

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

C8.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

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

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

C8.4 The parties to the Committee agree that any discussion at the Committee will be on

a without prejudice and without precedent basis, unless agreed otherwise.

C9.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

C10.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C10.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The parties agree that a teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgement to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating teachers. No teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

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

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

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

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

C11.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act* during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

***Not applicable for Permanent Contract Teachers*

- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.**
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the parties.**
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Standards Act, as amended, before SEB is payable.
- f) Eligible teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the teacher in accordance with the Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP.
- h) If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

C12.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

(See Part B.L.C.2.0 for Specific Local Information)

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

A. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

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

1. The parties and the Crown agree that hiring for long term occasional and permanent positions shall be as set out in Regulation 274 under the Ontario Education Act. Regulation 274 remains in force.
2. The parties agree to meet to further discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.
 - a. The Committee shall address the following issues, including but not limited to:
 - i. the size of the LTO list
 - ii. the number of interview cycles
 - iii. the interview process
3. The parties agree to the following provisions for the term of this collective agreement:
 - a. Following the interview to the LTO List, unsuccessful candidates who make the request shall be debriefed within thirty (30) days of the interview and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.
 - b. The local parties may, if they choose, negotiate a capped roster.

- c. A relocating permanent Teacher who has been employed by a public school board in Ontario may apply to another Board to be placed on the LTO List and shall be granted an interview.
- d. Where an occasional teaching assignment extends beyond the number of LTO threshold days identified in the local collective agreement, the Board may continue the occasional teacher in the assignment if the teacher is qualified and is on the LTO list, unless the local parties have mutually agreed otherwise.
- e. Information Disclosure to the Occasional Teacher Local Unit

The Board shall provide the following information to the Union, upon request, as it relates to the Long Term Occasional Teacher List, Long Term Occasional Teacher assignments, and permanent teaching positions:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Occasional Teacher Ability to Lock the Classroom Door

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Employment Insurance (E.I.) Rebate

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Special Education Committee

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by trustees appointed by the ETFO and trustees appointed by OPSBA and the Crown acting together;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust in accordance with s. 3.1.1 by entering into an agreement with the Trustees that requires the group to pay for all benefits and administrative costs related to the creation, establishment and operation of a benefits plan for that group. The Trustees, as defined in 2.1.0, will develop an affordable and sustainable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2 The appointed independent experts will:
 - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 All voting requires a simple majority to carry.
- 2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

- 4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board’s Participation Date.
- 4.1.2 Upon the Board’s participation date:

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

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

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

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

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

- i. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for occasional teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.

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

- 4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-up Costs

- 4.2.1 The Government of Ontario will provide:
- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
 - b) A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Board(s)" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined

benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a) Validation of the sustainability of the respective Plan Design;
 - b) Establishing member contribution or premium requirements, and member deductibles;
 - c) Identifying efficiencies that can be achieved;
 - d) Adopting an Investment Policy; and
 - e) Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b) Fund claims stabilization or other reserves;
 - c) Improve plan design;
 - d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e) Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a) Use of existing claims stabilization funds;
 - b) Increased member share premium;
 - c) Change plan design;
 - d) Cost containment tools;
 - e) Reduced plan eligibility; and

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

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

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

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.

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

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

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new teachers/members within a reasonable amount of time from their acceptance of employment.

8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in

advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

8.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

8.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

9.0.0 ERRORS and OMISSIONS

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

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

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

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

10.0.0 CLAIMS SUPPORT

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

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

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

1. Student Supervision
2. Central Issues as they affect Occasional Teacher Workload
3. Days to Long Term Occasional
4. Formula for Daily Rate
5. Other Direct Compensation
6. Class Size for All Grades
7. Staffing Levels
8. Teaching Principals and Vice-Principals
9. Return to the Teacher Bargaining Unit
10. Job Security
11. Preparation Time
12. Scheduling of Professional/Learning/Development, mandatory training
13. Staff Meetings

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Status Quo Central Items Requiring Amendment and Incorporation

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

1. Short Term Paid Leaves

2014-17 collective agreement terms shall incorporate the short term paid leave of absence provisions in the 2008-12 Collective Agreement and including modifications made during local bargaining in 2013, that utilized deduction from sick leave, for reasons other than personal illness. Such leaves shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Provisions should reflect any local limits to these leaves that were in place. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

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

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

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

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

3. Pregnancy Leave Benefits

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

4. Salary, Wages and Direct Compensation

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

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

PART B LOCAL TERMS

PART L.A - GENERAL

L.A. 1.0 GENERAL PURPOSE OF THE AGREEMENT

L.A.1.1 It is the general purpose of this local part of the Collective Agreement to establish the allowances, benefits and salaries as well as certain working conditions and to provide procedures for the prompt and equitable disposition of grievances, which may arise between the parties, without any interference to the operation of the Board and its schools.

L.A.2.0 TERM AND SCOPE

L.A.2.1 This Collective Agreement becomes effective on September 1, 2014 and shall remain in effect until August 31, 2017 and from year to year thereafter unless notice is given by either Party pursuant to the School Boards Collective Bargaining Act.

L.A.2.2 Any amendments to, additions to, deletions from or deviations from this local part of the Collective Agreement shall be made in writing upon mutual consent of the parties and any such amendment, addition, deletion or deviation shall have effect from such date as shall mutually be agreed upon.

L.A.2.3 All local Letters of Intent/Understanding, unless agreed otherwise by both parties and all Appendices unless agreed otherwise by both parties, shall be considered part of this Collective Agreement or until such time as both parties mutually agree to the removal or amendment of said parts.

L.A.3.0 DEFINITION OF TERMS

L.A.3.1 Where a term is used in this local part of the Collective Agreement and not defined, the definition shall be as found in the Acts and Regulations and amendments pertaining to Education in the Province of Ontario which are in effect at the date of the implementation of this Collective Agreement.

L.A.3.2 “Adoption Leave” means a parental leave without pay granted pursuant to the *Employment Standards Act*.

L.A.3.3 “Board” means York Region District School Board.

L.A.3.4 “Child Care Leave” means a leave of absence without pay to provide a period of time immediately following an Adoption Leave for a parent to care for a newly adopted child.

- L.A.3.5 “College of Teachers” means the self-regulating professional body for Ontario teachers as proclaimed by Ontario Provincial Legislature July 5, 1996.
- L.A.3.6 “Consult/Consultation” – In the implementation of this Collective Agreement, where “consult” or “consultation” is referenced, it will take place in a timely fashion, allowing and considering meaningful input which will inform the decision making process.
- L.A.3.7 “Consultant” under the terms of this Collective Agreement is a teacher who has been appointed to a consultative position who assists and advises teachers in regards to programs and methods, and who has responsibilities in the organization and presentation of professional development activities.
- L.A.3.8 “Designate” means the individual or organization(s) that may be appointed by the Union or by the Director.
- L.A.3.9 “Director” means the Director of Education and Secretary-Treasurer of the Board.
- L.A.3.10 “ETFO” means Elementary Teachers’ Federation of Ontario, the provincial organization.
- L.A.3.11 “ETFO-YR” means Elementary Teachers’ Federation of Ontario – York Region Local.
- L.A.3.12 “Faith Day” means a day of religious significance to a group or individual.
- L.A.3.13 “Federation” means the Ontario Teachers’ Federation.
- L.A.3.14 “Infant Care Leave” means a leave of absence without pay to provide a period of time, following the birth of a child for a parent to care for a newborn child.
- L.A.3.15 “Lead Teacher” is a teacher who is a member of a school staff and who applied and is appointed to give leadership in or to co-ordinate a specified part of the school curriculum, e.g. computer site administrator, music, reading, mathematics, special education, primary and/or other division in addition to his/her normal duties.
- L.A.3.16 “Occasional Teacher” means a person employed by the Board and shall have the same meaning as in the *Education Quality Improvement Act (Bill 160)*.
- L.A.3.17 “OSSTF” means Ontario Secondary School Teachers’ Federation.
- L.A.3.18 “Pregnancy/Parental Leave” means a leave of absence without pay granted pursuant to the *Employment Standards Act*.

L.A.3.19 Probationary Period

L.A.3.19.1 A newly hired teacher shall serve a probationary period of one year.

L.A.3.19.2 Notwithstanding L.A.3.19.1, the probationary period of a newly hired teacher whose performance is assessed as unsatisfactory may be extended for up to one additional year.

L.A.3.19.3 Notwithstanding L.A.3.19.1, a newly hired teacher who is absent for more than 30 days during the probationary period may have the probationary period extended for an amount of time corresponding to the number of days absent up to a maximum of one year.

L.A.3.20 “Regulations” means the regulations pertaining to Education in the Province of Ontario which are in effect at the date of the implementation of this agreement and any amendments thereto.

L.A.3.21 “Spouse” shall include married, common-law and same-sex partners.

L.A.3.22 “Statement of Evaluation” means the statement issued to a teacher by the Qualifications Evaluation Council of Ontario affirming that it has certified the teacher’s qualifications and has placed the teacher in a category in accordance with Programme 4 or 5 of the Qualifications Evaluation Council of Ontario.

L.A.3.23 “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.

L.A.3.24 “Union” means the Elementary Teachers Federation of Ontario (ETFO).

L.A.4.0 RECOGNITION

L.A.4.1 The employer being the York Region District School Board (hereinafter referred to as “the Board”) recognizes the Elementary Teachers’ Federation of Ontario (hereinafter referred to as “the Union”) as the bargaining agent for all teachers employed by the Board in its elementary panel save and except occasional teachers.

L.A.4.1.1 Subject to the provisions of this agreement and relevant Acts and Regulations, the teachers of the ETFO-YR recognize and accept that it is the sole and exclusive right and obligation of the Board to manage the affairs of the Board, including the right to:

- hire, transfer, promote;
- demote, suspend, discipline, or dismiss; and,

- organize and staff schools and programs.

L.A.4.1.2 The Board agrees that its rights and responsibilities shall be exercised in a manner that is reasonable and consistent with this Collective Agreement, relevant Board policies and procedures and the prevailing statutes.

L.A.4.2 The ETFO-YR will inform the Board of the person(s) authorized to act at the local level on behalf of the ETFO-YR. Both parties recognize the right of either party to appoint counsel to represent them as may be deemed necessary.

L.A.4.3 The Board recognizes its obligation to provide a safe, healthy and secure environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations and in accordance with the Board’s Safe Schools Policy.

L.A.4.4 The Board agrees to adhere to its Respectful Workplace and Learning Environment Policy.

L.A.4.5 The Board recognizes its obligations to fulfil all of the statutory requirements contained within the *Human Rights Code*. Additionally, the Board agrees that there shall be no discrimination or harassment based on any reasonable ETFO business.

L.A.5.0 LOCAL GRIEVANCE PROCEDURE

L.A.5.1.1 The purpose of this Article is to establish a procedure for the settlement of grievances.

L.A.5.1.2 A “grievor” shall mean the Board, a teacher or group of teachers (e.g. one school) or the Union filing a grievance.

L.A.5.1.3 A “complaint” shall mean a difference in interpretation, application or alleged violation of this Collective Agreement.

L.A.5.1.4 A “grievance” shall mean a complaint specified on a written grievance form or a grievance under the provisions of L.A.5.5.

L.A.5.2 Any grievor who has a complaint may discuss his/her complaint informally with his /her principal or immediate supervisor. This does not preclude the grievor’s right to consult with the Executive of the appropriate Union or its designate before taking any action. Such a complaint shall be brought to the attention of the principal or immediate supervisor within ten (10) instructional days of the incident giving rise to the complaint or within ten (10) instructional days when the grievor ought reasonably to have become aware of the incident. The principal or immediate supervisor shall state his/her decision verbally within five (5) instructional days of receiving the complaint.

L.A.5.3

Step 1:

Should the complaint be unresolved, the grievor may refer such matter in writing on a prescribed complaint form to the Director or his/her designate within ten (10) instructional days of receipt of the reply of the principal (or immediate supervisor) to the complaint. The complaint shall specify the reasons for the complaint, contain a precise statement of the facts relied upon, indicate the relief sought, and be signed by the grievor. The Director or his/her designate shall answer the complaint in writing directly to the grievor within ten (10) instructional days of receipt of the complaint form.

Either party can request that a meeting take place prior to a reply being given at Step 1. The meeting will include the grievor, the Union Representative, the Director or his/her designate and the principal and/or his/her designate.

L.A.5.4

Step 2:

If no resolution is reached at Step 1, the grievor, representatives of the Union or their designate and representatives of the Board shall meet within fifteen (15) instructional days of receipt of the reply of the Director or his/her designate to present the grievance to a grievance panel of superintendents appointed by the Director. If the grievance is not settled within five (5) instructional days, it may be referred to arbitration as provided in L.A.6.0. Superintendents involved in decision making at Step 1, may not participate in the decision at Step 2.

L.A.5.5

The Board or the Union or its designate may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) instructional days of the incident giving rise to the complaint or circumstances giving rise to the grievance having come or ought to have come to the attention of the grievor and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under L.A.6.0 by either the Union or its designate in the case of a Union grievance or the Board in the case of a Board grievance.

L.A.5.6

One or more of the steps in the grievance procedure may be omitted by the written consent of the Union or its designate and the Board in respect of the processing of a particular grievance.

L.A.5.7

Teachers and the Union or its designate are required to follow the procedures laid down in this Article in respect of a complaint or a grievance, and if the Union or its designate or any teacher(s), as the case may be, appeals directly to any Trustee of the Board, all rights under this Article shall be forfeited.

L.A.5.8

Any complaint or grievance that is not commenced or carried through to the next stage of the grievance procedure within the time specified in the procedure shall be deemed to have been dropped.

- L.A.5.9 However, time limits specified in the procedure may be extended by mutual agreement in writing between the Board and the Union or its designate.

- L.A.5.10 Parties to the grievance shall furnish each other with all pertinent information relevant to the grievance.

- L.A.5.11 None of the parties to this Collective Agreement shall deprive a teacher of his/her right to negotiate and process any grievance pursuant to the provisions of this Article with the assistance of the appropriate Union representative.

- L.A.5.12 Notwithstanding L.A.5.11, a teacher shall have the right to negotiate and process any grievance pursuant to the provisions of this Article without the assistance of the appropriate Union or its designate.

- L.A.5.13 Notwithstanding L.A.6.1 no teacher may proceed to arbitration without a referral from his/her Union.

- L.A.5.14 Once a grievance procedure has been exhausted, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be appointed as the mediator. The timelines of the grievance procedure shall be frozen at the time the parties mutually agree to the mediation procedure.

L.A.6.0 LOCAL ARBITRATION

- L.A.6.1 Where a difference arises between the parties relating to the grievance including any question as to whether a matter is arbitrable, either party may, after exhausting any Grievance Procedure established by this Collective Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within fifteen (15) instructional days of the reply under Step 2. The recipient party shall, within ten (10) instructional days, advise the other of the name of its appointee to the Arbitration Board.

- L.A.6.2 The two (2) appointees shall, within five (5) instructional days of the appointment of the second of them or at a time mutually agreed upon, appoint a third person who shall be the Chairperson.

If the recipient of the notice in L.A.6.1 fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, either party may request the Ontario Labour Relations Board to make the required appointment. The Arbitration Board shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon the parties and any employer or employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the

Chairperson shall be the decision of the Arbitration Board.

- L.A.6.3 Either party may request that a grievance be submitted to a single arbitrator. The request shall be conveyed in writing to the other party in the notice of intent to proceed to arbitration and will include the name of the arbitrator being suggested. Such notice shall be delivered within fifteen (15) instructional days under Step 2. The other party, upon receipt of such notice, will respond within ten (10) instructional days in writing indicating their agreement of the arbitrator being suggested or suggesting another arbitrator. If the parties cannot agree to an arbitrator within five (5) instructional days, either party may request the Minister of Labour to appoint a single arbitrator.
- L.A.6.4 Each of the parties shall bear the expenses of its own appointee to the Arbitration Board and one-half (1/2) of the expenses of the Chairperson of the Arbitration Board or one-half (1/2) of the expense of a single arbitrator.
- L.A.6.5 No person may be appointed as the Chair of the Arbitration Board or as a single arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- L.A.6.6 The Arbitration Board or a single arbitrator shall not be authorized to make any decision inconsistent with any Statute of the Province of Ontario or a regulation thereunder or the provisions of this Collective Agreement, nor to alter, modify, or amend any part of this Collective Agreement.
- L.A.6.7 The powers of an Arbitration Board/Single Arbitrator shall be the powers established under the *Ontario Labour Relations Act*.
- L.A.6.8 Correspondence on matters relating to the Arbitration shall be between the President of ETFO-YR or designate and the Director of Education or designate.
- L.A.6.9 Should the investigation by the Board or the steps in the grievance/arbitration procedure require that an involved teacher be released from regular duties, the teacher shall be released without loss of salary or benefits and, in the case of a classroom teacher, an occasional teacher will be used to cover that teacher's duties if the absence is for one half day or more.
- L.A.7.0 JUST CAUSE**
- L.A.7.1 The Board shall not demote, suspend, discipline, or dismiss a teacher except for just cause.
- L.A.7.2 If the Board requires a teacher to attend a meeting in order to formally investigate the professional conduct of a teacher or in order to receive a verbal or written reprimand, suspension or discharge, the supervisor will inform the teacher that he/she has the right to have a Union representative present at such a meeting and

inform ETFO-YR that a meeting is to take place. If the teacher elects to have Union representative or if Union elects to be present, no discussion of the issues will take place until a Union representative is present in a timely fashion.

L.A.8.0 STRIKE OR LOCKOUT

L.A.8.1 The Board agrees that there shall be no lockout of teachers and the Union agrees that there shall be no strike during the term of this Collective Agreement. Lockout and strike shall be as defined in the *Ontario Labour Relations Act*.

L.A.8.2 No teacher 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. No teacher shall be disciplined or penalized for refusing to perform the duties of any other employee of the Board who is engaged in a strike or lockout.

L.A.9.0 UNION DUE AND ASSESSMENTS

L.A.9.1 The Board shall deduct, on a bi-weekly basis, the Union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the Elementary Teachers' Federation of Ontario no later than the 15th of the month following the date on which the deductions were made.

L.A.9.2 Such remittance shall be accompanied by a list identifying the teachers, the employee identification number, annual salary, and the amounts deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.

L.A.9.3 The Union must inform the Board no later than August 31 each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during that school year.

L.A.9.4 ETFO and/or ETFO-York Region as the case may be shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by ETFO and/or ETFO-YR.

L.A.10.0 PERSONNEL FILES

L.A.10.1 A teacher shall have access during normal business hours to all his/her personal data/documents maintained in his/her personnel files by the Board. The teacher or designate shall have the right to make copies of any material contained in such files.

L.A.10.2 Where a teacher authorizes in writing access to her/his personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well

as copies of materials contained therein, if also authorized and requested.

- L.A.10.2.1 Teachers shall receive copies of any materials which are placed in their personnel file within three (3) instructional days of the materials being placed in the file.
- L.A.10.2.2 If a teacher identifies in writing inaccuracies or errors in documents contained in the personnel file, and/or provides notices of corrections or inaccuracies to such documents, the Board shall either confirm or amend the information and shall notify the teacher in writing, in a timely fashion, of its decision.
- L.A.10.3 Documents contained in a teacher's personnel file which are of a disciplinary nature shall be removed from the file not more than three (3) years after their date of issue, provided that there is no recurrence of behaviour requiring additional disciplinary action.
- L.A.10.4 All detailed medical information shall be maintained in a separate file by the Board's Superintendent responsible for Human Resource Services or designate. Teachers' personnel files will not contain copies of medical information.
- L.A.10.5 A teacher shall notify the Board in writing within fourteen (14) days of any change of address. If a teacher fails to do so, the Board will not be responsible for failure of a notice to reach such teacher. Any notice sent by the Board via registered mail to the teacher's address which appears on the Board records shall be conclusively deemed to have been received by the teacher.

PART L.B - SALARY

L.B.1.0 SALARY GRID PLACEMENT

- L.B.1.1 A teacher shall be paid in the category determined by the Statement of Evaluation.
- L.B.1.2 The teacher has the responsibility of reporting his/her QECO rating or any change therein to the Superintendent responsible for Human Resource Services. When requested by the Director or his/her designate, a teacher must produce documentation to indicate the courses/certificates used in the evaluation.
- L.B.1.2.1 Notwithstanding the use of QECO Programme 4 or 5 as stated in A.3.21, no teacher under contract with the Board on August 31, 1985 shall be paid on the basis of a lower category on which that teacher's salary was based at that date, while the teacher continues to be employed with the Board. No qualification may receive duplicate recognition.
- L.B.1.3 The maxima in the grid in L.B.5.2 may be exceeded only by the following:
 - L.B.1.3.1 an allowance for appointment to a Position of Added Responsibility as stated in L.B.7.0;

L.B.1.3.2 an allowance for an additional degree or certificate as stated in L.B.9.0.

L.B.2.0 SALARY CATERGORIES AND EXPERIENCE CREDIT

L.B.2.1 Step on Grid in L.B.5.2

Elementary or secondary school teaching experience in Ontario on a full-time basis is used to establish the step on the grid. This is to be adjusted by the following:

L.B.2.2 Teaching experience by teachers accrued as a certified teacher in other schools or other jurisdictions, and supported by appropriate documentation, may be used to establish the step on the grid at the time of hiring at the discretion of the Director. A statement of equivalency from the Ontario College of Teachers shall be acceptable.

L.B.2.3 Experience for part of a year will be credited at 1/10th of the yearly increment per month or major fraction thereof provided that the teaching was on a full-time basis and provided the teacher was a permanent or probationary teacher or a Long-Term Occasional Teacher with the Board, any other school board in Ontario, or school on the Board's approved list. If such teaching was on a part-time basis the increment will be pro-rated. No credit shall be given under L.B.2.3 for experience in the current school year.

L.B.2.3.1 The Board, in consultation with ETFO-YR, will create and maintain a list of approved schools, such list to be reviewed annually.

L.B.2.4 At the beginning of each school year, teaching experience in fractions of years will be added to give complete steps for each ten (10) months if the experience is in York Region or has been accepted in L.B.2.3.

L.B.2.5 Related Experience:

L.B.2.5.1 Related Experience means full-time experience in a trade, profession or business relevant to teaching for which credit may be given for advancement on the steps of the salary grid in L.B.5.2. If such experience was on a part-time basis, the increment will be pro-rated.

L.B.2.5.2 For consideration of related experience, a year shall be a year of employment as described in L.B.2.5.3. For part of a year, calculation shall be rounded to the nearest .1 of a year.

L.B.2.5.3 Credit for related experience shall be given by means of advancing a teacher's position on the salary grid in L.B.5.2. Advancement shall be granted on the basis of one step for every 2 years of related experience in a trade, profession, or business relevant to teaching, based on a 12-month year, or as a teaching assistant, based

on a 10-month year. Advancement shall be granted on the basis of one step for every 1 year of experience as a teacher at a university, community college or other similar institution, based on a 10-month year.

- L.B.2.5.4 No teacher receiving a related experience allowance shall be allowed to exceed the maximum of his/her category placement through the use of related experience.
- L.B.2.5.5 The maximum credit that may be given for related experience is 5 years.
- L.B.2.5.6 Notwithstanding the above, credit shall not be given for experience used to obtain entrance to a college of education, or for twelve months of employment in the case of a 10-month year, or to related experience obtained prior to graduation from university.
- L.B.2.5.7 Claim for related experience shall only be made by newly hired Teachers within one (1) month of the commencement of employment or shall apply by June 30 in their first year of teaching for payment of related experience in their second year of teaching. The payment of the related experience would be effective the first day of school in the second year.
- L.B.2.5.8 Related experience claims shall be evaluated by the Director or his/her designate.
- L.B.2.5.9 The Board must inform the teacher of the related experience provisions of the collective agreement and provide the teacher with any relevant forms, including process, at the time of hiring.

L.B.3.0 TRANSFER AND EXCHANGE

- L.B.3.1 A teacher who is transferred or is assigned to the secondary panel by the Board shall, for purposes of salary calculation, including added responsibility allowance if any, and Union affiliation be considered a “teacher” in accordance with L.A.3.23 of the Collective Agreement between the Board and OSSTF members in York Region.
- L.B.3.2 A teacher who is granted an exchange with a teacher in the secondary panel shall remain a “teacher” in accordance with L.A.3.23 of this Collective Agreement for a period of up to two (2) years. After the exchange the teacher shall have the right to return to the same school, subject to the Board’s surplus procedures and Article L.D.9.0.

L.B.4.0 UPGRADING QUALIFICATIONS

- L.B.4.1 When a teacher completes all the requirements for raising his/her salary category previous to September 1 of any year, he/she shall be paid the higher category rate subject to the provisions of this Collective Agreement, effective September 1 of that year on the condition that the new Statement of Evaluation is filed with the Board by December 31 or, if this is impossible through no fault of the teacher, that

a “Notice of Expected Change in Category” along with an explanation of the delay in filing the new Statement of Evaluation is filed with the Board by December 1 of that year.

L.B.4.2 When a teacher completes all the requirements for raising his/her salary category previous to January 1 of any year, he/she shall be paid the higher category rate subject to the provisions of this Collective Agreement, effective January 1 of that year on the condition that the new Statement of Evaluation is filed with the Board by May 31 or, if this is impossible through no fault of the teacher, that a “Notice of Expected Change in Category” along with an explanation of the delay in filing the new Statement of Evaluation is filed with the Board by May 1 of that year.

L.B.5.0 BASIC SALARY GRID

L.B.5.1 Teachers shall be paid a salary based on the grid in L.B.5.2.

L.B.5.2 Elementary Grid:

Effective September 1, 2014 to August 31, 2016

<u>Year</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	40,671	45,177	46,675	50,373	52,757
1	42,814	48,305	50,127	54,209	56,979
2	45,310	51,431	53,578	58,040	61,196
3	47,798	54,552	57,031	61,877	65,420
4	50,631	57,681	60,486	65,708	69,646
5	53,463	60,807	63,938	69,542	73,856
6	55,384	63,929	67,391	73,379	78,083
7	58,179	67,059	70,847	77,212	82,303
8	60,966	70,182	74,299	81,049	86,528
9	63,751	73,306	77,752	84,881	90,744
10	66,542	76,439	81,203	88,708	94,968
11x	69,921				
11y	71,041				
11z	74,781				

Effective September 1, 2016 to the 98th day of the 2016/17 school year

<u>Year</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	41,078	45,629	47,142	50,877	53,285
1	43,242	48,788	50,628	54,751	57,549
2	45,763	51,945	54,114	58,620	61,808
3	48,276	55,098	57,601	62,496	66,074
4	51,137	58,258	61,091	66,365	70,342
5	53,998	61,415	64,577	70,237	74,595
6	55,938	64,568	68,065	74,113	78,864
7	58,761	67,730	71,555	77,984	83,126
8	61,576	70,884	75,042	81,859	87,393
9	64,389	74,039	78,530	85,730	91,651
10	67,207	77,203	82,015	89,595	95,918
11x	70,620				
11y	71,751				
11z	75,529				

Effective on the 98th day of the 2016/17 school year

<u>Year</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	41,283	45,857	47,378	51,131	53,551
1	43,458	49,032	50,881	55,025	57,837
2	45,992	52,205	54,385	58,913	62,117
3	48,517	55,373	57,889	62,808	66,404
4	51,393	58,549	61,396	66,697	70,694
5	54,268	61,722	64,900	70,588	74,968
6	56,218	64,891	68,405	74,484	79,258
7	59,055	68,069	71,913	78,374	83,542
8	61,884	71,238	75,417	82,268	87,830
9	64,711	74,409	78,923	86,159	92,109
10	67,543	77,589	82,425	90,043	96,398
11x	70,973				
11y	72,110				
11z	75,907				

L.B.5.2.1 Should the school year commence before September 1st in any given year, all increases in grid cells, wages and allowances effective as of September 1, shall be applied to payments made to members of the bargaining unit in respect of days worked in that school year prior to September 1.

L.B.5.2.2 For greater clarity, a working day for purposes of article L.B.5.2.1 shall include both an instructional day and a Professional Activity day.

L.B.5.2.3 Category A Placement:

All teachers placed by QECO in Category D, C or B with less than eleven (11) years experience shall move to the teachers' corresponding step in Category A.

L.B.5.2.4 A teacher placed by QECO in Category D or in Category C with eleven (11) or more years experience shall move to step 11x in Category A but shall not move beyond step 11x until the teacher completes the qualifications for Category B whereupon the teacher shall move to step 11y.

L.B.5.2.5 A teacher placed by QECO in Category B with eleven (11) or more years experience shall move to step 11y in Category A but shall not move to step 11z except as follows:

a) a teacher who has successfully completed five university courses which are additional to the qualifications the teacher used for placement in Category B shall move to step 11z;

b) a teacher who has successfully completed five acceptable courses at least three of which have been completed since January 1, 1990 shall move to step 11z. The five courses must be additional to the qualifications the teacher used for placement in Category B.

"Acceptable courses" shall be defined as university courses, Ontario Ministry of Education courses, Ontario College of Teachers courses and certificates or diplomas used for category placement under the terms of the Collective Agreement.

L.B.6.0 LEAD TEACHERS

L.B.6.1 The criteria for appointment to Lead Teacher as defined in L.A.3.15 shall be flexible. Appointments shall be made by the principal and superintendent only after the staff of the school has been consulted with respect to defining the need for and establishing the objective and terms of reference for the appointment.

L.B.6.1.1 To be eligible for consideration as a Lead Teacher, all of the following criteria should be taken into consideration: leadership potential, subject expertise, approachability by members of the staff, status in the eyes of other staff members, willingness to serve in a leadership role, and initiative to bring more efficient and effective learning to the program in question.

L.B.6.2 The principal in consultation with his/her staff shall give a Lead Teacher responsibility for part of a school program and reasonable authority within the school to carry out the program. Feedback provided shall be constructive and growth oriented.

L.B.6.3 The maximum number of Lead Teacher appointments in a school shall be equal to:

(E is the total enrolment and the resulting number is rounded to the nearest whole number.) Each school regardless of size may appoint a minimum of one Lead Teacher.

L.B.6.4 All appointments will be for the duration of one school year but may be renewed, under the same terms of reference, with the approval of the Director or his/her designate. Where such approval is given, the position shall not be posted.

L.B.7.0 ALLOWANCES FOR POSITIONS OF ADDED RESPONSIBILITY

Term Appointments:	Sept 1, 2014	Sept 1, 2015	Sept 1, 2016	98th day of the 2016/17 school year
Curriculum Coordinator	9,934	9,934	10,033	10,083
Consultant	8,688	8,688	8,775	8,819
Outdoor Education Lead Teacher	2,669	2,669	2,696	2,709
	623	623	629	632

L.B.7.1 The maximum number of compensated Lead Teachers shall not exceed four (4) in any one (1) school, in any one (1) school year.

L.B.8.0 ADDITIONAL DEGREES AND CERTIFICATES

L.B.8.1 An allowance shall be paid to a teacher for one additional degree only, subject to the following:

L.B.8.1.1 a degree must be a further degree beyond any degree for which credit is given in category placement;

L.B.8.1.2 the degree of highest standing shall be the one recognized for the allowance;

L.B.8.1.3 any degree which, in the opinion of the Director, is not equivalent to the corresponding degree from a recognized Canadian University may be ruled by him/her as ineligible for extra degree allowance, but a statement of equivalency from the Ontario College of Teachers shall be accepted.

L.B.8.1.4 The onus is on the teacher to claim and to prove the conditions stated within one (1) year of completion of the degree.

L.B.8.1.5 Any degree not specifically mentioned in L.B.9.0 which in the opinion of the Director is equivalent to one of the degrees referred to in the said article will earn the allowance shown by the degree to which it is considered equivalent. A statement of equivalency from the Ontario College of Teachers shall be accepted.

- L.B.8.1.6 No allowance shall be paid for an honorary degree.
- L.B.8.2.0 **Special Education Teachers:**
- L.B.8.2.1 An allowance for (a) special education certificate(s) shall be paid in accordance with L.B.8.2.3 or all of the following:
 - L.B.8.2.1.1 a teacher received a special education allowance under the terms of the previous Collective Agreement;
 - L.B.8.2.1.2 a special education certificate has not contributed to a category change;
 - L.B.8.2.1.3 a teacher has a special education assignment during the term of this Collective Agreement;
 - L.B.8.2.1.4 a teacher for salary purposes during the term of this Collective Agreement is in Category A.
- L.B.8.2.2 Effective September 1, 1986, L.B.8.2.0 shall not apply to any newly hired teachers, or to teachers who are in Category A, who may begin to teach special education.
- L.B.8.2.3 Notwithstanding L.B.8.2.2, teachers in Category A who for resolution of an administrative transfer or a surplus situation are assigned by the Board to a Special Education classroom shall collect, if eligible, the Special Education allowances in L.B.9.1.

L.B.9.0 ADDITIONAL DEGREES AND CERTIFICATES ALLOWANCE

Degree Allowances:	Sept 1, 2014	Sept 1, 2015	Sept 1, 2016	98th day of the 2016/17 school year
Ph. D or Ed. D	1,559	1,559	1,575	1,583
Master's Degree	1,227	1,227	1,239	1,245
Second Bachelor's Degree	442	442	446	448
B.ED (if granted beyond the year of teacher training)	442	442	446	448

Without prejudice or precedent to YRDSB, ETFO and ETFO-YR, please be advised that the accuracy of the degree allowances outlined on page 49, article L.B.9.0 and page 50, L.B.9.1 are currently in question. Pending resolution, degree allowances paid will be in accordance with the previous collective agreement. Should these degree allowances on pages 49 and 50 of the current contract be approved, retroactive payments will be made.

L.B.9.1 Subject to L.B.8.2.1, L.B.8.2.2 or L.B.8.2.3, a Special Education Teacher will be paid the following allowance: **(this grid does not apply to anyone hired after 1986 as per L.B.8.2.2.)**

Special Education Certificates	Sept 1, 2014	Sept 1, 2015	Sept 1, 2016	98th day of the 2016/17 school year
Elementary Certificate only	753	753	761	765
Elementary and Intermediate Certificate only (total allowance)	1,292	1,292	1,305	1,312
Elementary, Intermediate and Specialist Certificate (total allowance)	1,828	1,828	1,846	1,855

L.B.10.0 PAYMENT DATES

B.10.1 Three point eight five percent (3.85%) of the teacher’s annual salary shall be paid on the first Friday after Labour Day and every second Friday thereafter. The remainder of whatever the teacher shall have earned to the end of the school year shall be paid on the last school day in June, or 14 days after the penultimate pay in June, whichever is later. In any instance, the final pay will be no later than June 30.

If any pay date is not a normal banking day, then the appropriate salary shall be paid on the last normal banking day preceding the day stipulated above.

L.B.10.2 New hires will be paid on the regularly scheduled pay date that falls at most 28 calendar days after the date of hire.

L.B.10.3 The salary shall be deposited at the bank branch of the teacher’s choice.

If the teacher requests that his/her salary be deposited in a trust company or credit union which is not on the CIBC electronic network (service code 1), he/she may not receive his/her salary on the regular pay dates as specified in L.B.10.1. The funds will be deposited at a later date whenever the processing of the pay by the banking institution is completed. The teacher assumes full responsibility with regard to any consequences, which arise from choosing an institution, which is not on the CIBC electronic network (service code 1).

If the teacher requests that his/her salary be deposited in a trust company or credit union and there are additional charges incurred such additional charges will be deducted from the teacher’s salary.

PART L.C – BENEFITS (Also refer to Central Agreement C.6.0)

L.C.1.1 Semi-Private:

The Board will pay to the extent of 100% the premium for Manulife Hospital Plan semi-private or its equivalent.

L.C.1.2.0 Extended Health:

The Board will pay to the extent of 100% the premium for an Extended Health Plan, as it now exists or its equivalent. Such plan shall also include provision for vision care to the extent of \$300 per prescription in any two consecutive calendar years, and provision for hearing aid benefits to the extent of \$200 per unit in any two consecutive calendar years. Effective September 1, 2010 the provision for vision care benefits shall be increased to \$500. Effective September 1, 2010 the provision for hearing aid benefits shall be increased to \$1000.

L.C.1.2.1 Effective September 1, 2010 coverage for laser eye surgery shall be to a lifetime maximum of \$1500.

L.C.1.3 Dental:

Effective September 1, 2009, the Board will subsidize to the extent of 100% of the premium for Manulife Financial Basic Dental Plan or mutually acceptable equivalent with the current Ontario Dental Association schedule of fees for General Practitioners. This is a condition of employment for all new teachers unless at the time of hiring the teacher has coverage in the name of his/her spouse.

L.C.1.3.1 A teacher may, subject to the enrolment requirements of the insurance carrier, acquire the following additional plans with the total premium for the additional plans being paid by the teacher:

- a) a major restorative rider, reimbursed at a level of 50% with a maximum combined with the basic plan of \$5,000.00 per person annually;
- b) an orthodontia rider, reimbursed at a level of 50% with an annual maximum of \$1,500.00 per person and a lifetime maximum of \$3,000.00 per person.

L.C.1.4 Group Life Insurance:

The Board will subsidize the group life insurance plan to the extent of 100% of the premium cost for double salary coverage.

L.C.1.4.1 Double salary coverage shall be a condition of employment for all teachers.

- L.C.1.4.2 Triple insurance coverage may be carried by a teacher, subject to the enrolment requirements of the insurance carrier, with the teacher paying the total difference in premium from double salary coverage to triple salary coverage.
- L.C.1.4.3 Any dividend earned under the insurance plan shall be payable to the teacher and Board on the same basis as that on which the premium is shared through premium payments forgiven.
- L.C.1.5 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, a teacher who retires from the Board prior to age 65 may continue membership in a retiree Group Benefit Plan at the time of retirement. Also, a teacher who is on LTDI may retain membership in a Group Benefit Plan at the time he/she is placed on LTDI, until he/she attains the age of 65 years. The retired teacher and/or teacher on LTDI must pay the full premium to maintain his/her participation and coverage under the group contracts.
- L.C.1.6.0 **Benefit Premium Payment for Teachers on Leave of Absence:**
- L.C.1.6.1 A teacher on an approved leave of absence may retain his/her membership in any plan in which he/she was registered.
- L.C.1.6.2 Under a pre-authorized payment plan, the Board will debit the Teacher's bank account on a monthly basis for a sum equal to the monthly premium cost of providing the benefits the Teacher has elected to maintain during the approved leave of absence.
- L.C.1.6.2.1 Failure to abide by these conditions will result in the immediate termination of all benefits coverage.
- L.C.1.6.3 Resumption of benefits may occur only upon return from leave. When a teacher cancels any benefit coverage during a leave, the teacher shall be subject to all plan waiting periods and penalties upon resumption of benefits.
- L.C.1.6.4 In the case of leaves of absence which require the Board to continue paying its share of the benefit premium costs, the teacher will be required to pay only the employee cost of the benefit premiums.
- L.C.1.6.5 This payment scheme covers all benefits employees must pay while on leave.
- L.C.1.7.0 **Master Policy**

A copy of master insurance policies as they apply to ETFO-YR shall be given to ETFO-YR within two (2) months of ratification of the Collective Agreement.

L.C.1.7.1 Benefit Booklet

The Board will electronically post on a secure website the current benefits booklet.

L.C.2.0 CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY PLAN (Also refer to Central Agreement C.7.0)

L.C.2.1 Administration:

The system shall be administered by the Board.

L.C.2.2 The Board shall keep a register in which shall be entered the credits, the accumulated credits and deductions therefrom and shall supply each teacher with a current statement.

L.C.2.3 Permanent part-time teachers shall benefit under the plan on a pro-rata basis of time employed and salary.

L.C.2.4 The working year shall be September 1 to June 30 of the succeeding year.

L.C.2.5 A written and/or electronic statement of the teacher credits in the Sick Leave Account and in the Retirement Gratuity Account as frozen on August 31, 2012 will be available.

L.C.2.6 All questions or controversies of whatever character arising in any manner or between any parties or persons in connection with the plan or the operation thereof, whether as to any claim for benefits preferred by any member or his/her legal representative or any other person, or whether as to the construction or meaning of the plan or the language used therein, or as to any writing, decision, instructions or acts in connection with the plan or its operation shall be dealt with through the normal grievance procedure channels.

L.C.2.7 The benefits provided by this plan are gratuitous and are not to be vested in the teacher.

L.C.2.8 Payment of benefits provided by this plan may be withheld, if, in the opinion of the Board the absence is the result of improper conduct by the teacher, or if in the opinion of the Board employment has been terminated for cause.

L.C.3.0 SICK LEAVE (Also refer to Central Agreement C.7.0)

L.C.3.1 In the event of illness, a teacher shall be paid at the prescribed per diem rate of pay until the number of days standing to the credit of his/her sick leave credits has been exhausted.

L.C.3.2 Part-time teachers or teachers whose percentage assignment changes during the school year will have their current school year sick leave credit pro-rated.

L.C.4.0 SICK LEAVE CHARGES

LC.4.1 The Sick Leave of each teacher shall be charged in accordance with the following:

L.C.4.1.1 a teacher shall not be entitled to receive payment for his/her services while absent owing to illness unless there are sick leave days remaining.

L.C.4.1.2 the Sick Leave shall be charged with each day of absence for which payment is made, except as provided in L.C.7.2.

L.C.4.2 The application to the Director for payment for periods of illness shall be submitted through the normal channels. When the illness is for a period not exceeding 5 consecutive days, this absence may be certified by the Superintendent under his/her authority; when the period of absence exceeds 5 consecutive days or when the Superintendent requests it, a medical certificate shall be supplied and the Superintendent shall have the right to direct after an absence in excess of 20 teaching days in any school year, that this certificate be supplied by a doctor mutually agreed upon by the Teacher and the Board with the Board paying any expenses involved. Where agreement cannot be reached, this certificate shall be supplied by a doctor retained by the Board with the Board paying any expenses involved.

L.C.4.3 A teacher may within 30 days from the date of any decision respecting his/her Sick Leave, or charges made against it, appeal such decision by grieving according to the established procedure.

L.C.5.0 RETIREMENT GRATUITY (Also refer to Central Agreement – Appendix A - Retirement Gratuities. 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.)

L.C.5.1 A teacher retiring for health reasons shall obtain a medical certificate from a doctor named by the Board stating the need for such early retirement. A teacher who immediately on retirement receives a disability pension in accordance with the provisions of the Teachers’ Pension Act shall be considered to have retired for health reasons. No gratuity shall be payable if retirement is due to pregnancy.

L.C.5.2 A teacher retiring for age shall include only those teachers who, having retired are immediately entitled to and receive a pension in accordance with the provisions of the Teachers’ Pension Act.

L.C.5.3 The credit in the Retirement Gratuity Account shall be calculated as follows:

$$\begin{array}{r} \text{No. of days} \\ \text{in Gratuity} \\ \text{Account} \\ 200 \text{ for} \\ \text{teacher} \end{array} \times \begin{array}{r} \text{Annualized} \\ \text{Salary at time} \\ \text{of retirement} \end{array}$$

except that no payment shall be made unless the teacher has 5 or more years of service with the Board and/or a York Region Board whose responsibilities were assumed by The York County Board of Education on 1969 01 01.

L.C.5.4 Subject to L.C.5.4.1 the gratuity shall be payable in one payment within thirty-five (35) days of retirement or on January 31 of the following year at the option of the teacher.

L.C.5.4.1 A teacher who intends to retire must provide two (2) months written notice prior to the date of retirement. If such notice is not received, any retirement gratuity owing will be paid up to two (2) months after the date of retirement.

L.C.5.5 The gratuity by statute may not exceed 50% of the credit in the Sick Leave Account.

L.C.5.6 In the event of the death of a teacher while in the service of the Board, a calculation shall be made of the service gratuity which would have been paid to the teacher had he/she retired on the date of his/her death and this sum shall be paid to the designated beneficiary for group life insurance listed in the teacher's file, unless otherwise specified in writing by the teacher.

L.C.6.0 **WORKPLACE SAFETY AND INSURANCE BOARD** (Also refer to Central Agreement – Letter #8.2)

L.C.6.1.1 For absences due to injuries or accidents covered by the Workplace Safety and Insurance Board, the Board will pay full salary, to a maximum of 4 years and 6 months. Payments by the Workplace Safety and Insurance Board shall be made to the School Board. On the expiration of the period of salary award by the Workplace Safety and Insurance Board, if the teacher is unable to be further employed by the Board owing to such injury or accident, the teacher shall thereafter receive full salary up to the limit of his/her remaining sick leave allocation.

L.C.6.1.2 The Board shall not terminate the employment of any teacher by reason of absence due to illness or injury, including teachers in receipt of Workplace Safety and Insurance Benefits (maximum of 4 years and 6 months) or Long Term Disability Benefits without a prior review of the individual case by the Elementary Disability Management Committee members.

L.C.7.0 LEAVES OF ABSENCE

L.C.7.1 Short Term Paid Leaves:

A teacher shall be eligible for up to five (5) days per school year in total paid leave in conjunction with the individual limits for any combination of the following:

- L.C.7.1.1 the severe illness of a parent, spouse, child, or death of a parent, child, spouse, sibling, parent-in-law (maximum 3 days);
- L.C.7.1.2 writing of examinations (maximum 1 day per exam);
- L.C.7.1.3 teacher's convocation from a post-secondary institution or that of a spouse, son or daughter (maximum 1 day per occasion);
- L.C.7.1.4 moving of the employee's personal residence (maximum 1 day per year);
- L.C.7.1.5 funeral (maximum 1 day per occasion);
- L.C.7.1.6 birth of employee's child where individual is not accessing maternity leave or adoption of employee's child to be taken upon release of the child into the care, custody or control of the employee and where the employee is not accessing adoption leave, maximum 5 consecutive instructional days;
- L.C.7.1.7 Absence of up to two (2) days for the purpose of a Faith Day for a sincerely held religious belief (this is in addition to the three (3) days of eligibility under Paid Leaves of Absence L.C.7.2.6).
- L.C.7.1.8 The principal may, at his/her discretion, allow a short term paid absence from employment of a teacher for reason of an emergency. Each such absence shall be reported to the Board.
- L.C.7.1.9 The Director may, at his/her discretion, allow a permitted absence from employment when such absence results from urgent personal problems or exceptional circumstances, but each such absence shall be reported to the Board. This could include donated service of an exceptional nature to a national or international organization whose prime objective is service to young people.
- L.C.7.1.10 The provisions of L.C.7.1.1 – L.C.7.1.9 inclusive shall be administered in accordance with Employment Insurance regulations.

L.C.7.2 Other Paid Absences:

In the following circumstances teachers will be granted a leave of absence with no

pay deduction:

- L.C.7.2.1 by reason of a summons to serve as a juror or being subpoenaed as a witness in a court proceeding, provided that the teacher pay to the Board any fee exclusive of travel allowance and living expenses he/she receives as a juror or witness;
- L.C.7.2.2 quarantine, providing the teacher is not the person who is ill;
- L.C.7.2.3 risk due to exposure to Fifth disease where the teacher cannot be safely relocated or safely reassigned to other duties. "Safely relocated" or "safely reassigned" shall mean a situation where there will not be contact with a child who has Fifth disease as reported to a Board Vice-Principal, Principal or Superintendent;
- L.C.7.2.4 attendance at conferences and conventions as approved within Board policy;
- L.C.7.2.5 participation in professional development programs within the policy of the Board and approved by the appropriate Superintendent;
- L.C.7.2.6 observance of a Faith Day for a sincerely held religious belief (maximum 3 days with no charge to sick leave). An additional two day may be accessed under Short Term Paid Leaves L.C.7.1.7.
- L.C.7.3 **Extended Leaves of Absence (Unpaid):**
 - L.C.7.3.1 An extended leave of absence (a leave greater than five (5) days) may be requested by a teacher. The leave may be granted to teachers who have passed their probationary period for purposes of parenting or family related issues or for purposes of health, study or travel or such other reasons as may be appropriate to the Board. A full year leave of absence will be requested before May 1 for the following year.
 - L.C.7.3.2 Under exceptional circumstances special extended leaves without pay may be granted at any time on the recommendation of the Director.
 - L.C.7.3.3 All applications for extended leaves of absence shall be presented to the Board. The Board shall notify the applicant of its decision.
 - L.C.7.3.4 A teacher on an extended leave of absence shall not be paid a salary or employee benefits during the period of leave but he/she may retain benefits in any insurance plan by paying the premiums.
 - L.C.7.3.5 A teacher on an extended leave of absence is considered to be under contract to the Board and may not accept a contract of employment with another board either during the leave or on its conclusion unless the Board has accepted the teacher's resignation.

- L.C.7.3.6 A teacher who has been granted an extended leave of absence which end in August of any year shall notify the Board prior to March 1 of that year whether he/she intends to return to employment with the Board in the following September.
- L.C.7.3.7 Following the teacher's return, the teacher shall be guaranteed a position at the same school provided the leave is for one year or less.
- L.C.7.3.8 If the leave is for more than one year the teacher shall be guaranteed a position with the Board subject to the conditions in L.D.9.0.
- L.C.7.3.9 Any extended leaves granted shall not exceed two (2) school years.

L.C.7.4 Unpaid Leave Days:

- L.C.7.4.1 Teachers may request an unpaid leave up to three (3) days per year to attend to unavoidable or extraordinary personal matters. It is understood that teachers will provide appropriate work for their class. Such leaves will not normally be granted the first week following the start of school, abutting school breaks, days needed to support student assessment periods and parent reporting, or the last week of school. Requests for leaves must be made through the e-form process, are subject to approval by the Board and may not be taken in conjunction with any other unpaid leaves.

L.C.8.0 PREGNANCY/PARENTAL LEAVE

- L.C.7.1 Pregnancy/Parental Leave will be granted pursuant to the Employment Standards Act in effect at the time the leave is requested.
- L.C.8.2 Pursuant to the terms of the Act, a teacher shall notify the principal as soon as possible of the pregnancy and arrange a suitable date for the commencement of the leave.
- L.C.8.3 The teacher shall not work and the Board shall not cause or permit her to work until at least six weeks after the delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.
- L.C.8.3.1 A teacher may terminate a Pregnancy / Parental Leave and return to work upon providing the Board with one week's written notice. The Board shall have the right to provide the employee with an alternate teaching assignment.
- L.C.8.4 Any teacher returning from Pregnancy/Parental Leave shall return to the same school/department and position.
- L.C.8.5 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Pregnancy/Parental Leave.

- L.C.8.6 A teacher returning from Pregnancy/Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.
- L.C.8.7 A teacher who suffers a pregnancy-related illness shall qualify for sick leave during the illness and will not be required to use pregnancy leave unless she so elects.
- L.C.8.8 A teacher returning from Pregnancy/Parental Leave shall have their existing sick leave allocation fully reinstated.
- L.C.9.0 INFANT CARE LEAVE**
- L.C.9.1 A teacher must have been employed by the Board for at least two (2) years and have passed his/her probationary period to be eligible for an Infant Care Leave following a Pregnancy/Parental Leave. Application for Infant Care Leave may be made at the same time as the teacher applied for Pregnancy/Parental Leave or no later than thirty (30) days prior to the date the Pregnancy/Parental Leave is to end. Where the Pregnancy/Parental Leave will conclude in July or August, the teacher is encouraged to apply for the Infant Care Leave by May 31st.
- L.C.9.2 The application for Infant Care Leave shall include the requested expiration date of the leave, which shall be in accord with L.C.9.4.
- L.C.9.3 Infant Care Leave shall commence immediately following the last day of Pregnancy/Parental Leave.
- L.C.9.4 If an Infant Care Leave or a combined Pregnancy/Parental/Infant Care Leave ends on (a) December 31 or (b) after the break traditionally held in March or (c) August 31 the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible for the leave period, up to a maximum credit of one year. Otherwise a teacher shall not accrue experience for seniority or salary purposes except as specified in this Collective Agreement.
- L.C.9.5 Subject to the combined leaves or Infant Care Leave ending on one of the dates referenced in L.C.9.4, the sum of a Pregnancy/Parental Leave and an Infant Care Leave granted under this Collective Agreement may be up to but not exceed two calendar years.
- L.C.9.6 Except under unusual circumstances, a teacher on a combined Pregnancy/Parental/Infant Care Leave, which is less than two calendar years in length, may extend the leave twice within the two calendar year period. Notification of such extension(s) shall be given in writing to the Board at least thirty (30) days prior to the time the original leave or the first extension would have ended.
- L.C.9.7 A teacher on Infant Care Leave shall not be paid employee benefits during the

period of leave. Such teacher may retain his/her membership in any plan to which he/she was registered, by paying full premiums where applicable where this is within the terms of the Board's contract with the insurer.

L.C.9.8 A teacher returning to employment with the Board from an Infant Care Leave of one year or less shall have the right to return to the same school/ department and position, where practicable, but the teacher's final placement shall be subject to the Board's procedures.

L.C.9.9 A teacher on Pregnancy/Parental/Infant Care Leave is considered to be employed by the Board and may not accept employment with another Board, either during the leave or at its conclusion, unless the Board has accepted his/her resignation.

L.C.9.10 A teacher returning from Infant Care Leave shall have their existing sick leave allocation fully reinstated.

L.C.10.0 ADOPTION – PARENTAL LEAVE

L.C.10.1 Adoption – Parental Leave will be granted pursuant to the Employment Standards Act in effect at the time the leave is requested.

L.C.10.2 A teacher shall be eligible for an Adoption – Parental Leave according to the provisions of the Employment Standards Act in effect at the time the leave is requested.

L.C.10.3 Such leave shall not qualify any teacher for payment from the Sick Leave Plan.

L.C.10.4 Any teacher returning from an Adoption – Parental Leave of 37 weeks or less shall return to the same school/department and position.

L.C.10.5 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Adoption – Parental Leave.

L.C.10.6 A teacher returning from Adoption – Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.

L.C.10.7 A teacher returning from Adoption-Parental Leave shall have their existing sick leave allocation fully reinstated.

L.C.11.0 CHILD CARE LEAVE

L.C.11.1 A teacher must have been employed by the Board for at least two (2) years and have passed his/her probationary period to be eligible for a Child Care Leave following an Adoption – Parental Leave. Application for Child Care Leave may be made at the same time as the teacher applied for Adoption – Parental Leave or no

later than thirty (30) days prior to the date the Adoption – Parental Leave is to end. Where the Adoption – Parental Leave will conclude in July or August, the teacher is encouraged to apply for the Child Care Leave by May 31st.

- L.C.11.2 The application for Child Care Leave shall include the requested expiration date of the leave, which shall be in accordance with L.C.11.4.
- L.C.11.3 Child Care Leave shall commence immediately following the last day of Adoption Leave.
- L.C.11.4 If a Child Care Leave or a combined Adoption – Parental/Child Care Leave ends on (a) December 31 or (b) after the break traditionally held in March or (c) August 31 the teacher shall be given credit for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period, up to a maximum credit of one year; otherwise a teacher shall not accrue experience for seniority or salary purposes except as specified in this Collective Agreement.
- L.C.11.5 Subject to the combined leaves or Child Care Leave ending on one of the dates referenced in C.10.4, the sum of an Adoption – Parental and Child Care Leave granted under this Collective Agreement may be up to but not exceed two (2) calendar years.
- L.C.11.6 A teacher on a Child Care Leave shall not be paid employee benefits during the period of leave. A teacher may retain his/her membership in any plan to which he/she was registered, by paying full premiums where applicable where this is within the terms of the Board’s contract with the insurer.
- L.C.11.7 A teacher returning from a Parental/Child Care Leave which begins during the school year and ends prior to the commencement of the following school year shall have the right to return to the same school/department and position if practicable, but the teacher’s final placement shall be subject to the Board’s procedures. If the leave does not begin and end in the same school year the teacher may be given a position in the same school/ department if this is practicable, but there is no guarantee of such placement.
- L.C.11.8 A teacher returning from Child Care Leave shall have their existing sick leave allocation fully reinstated.
- L.C.11.9 Except under unusual circumstances, a teacher on a combined Adoption-Parental/Child Care Leave, which is less than two calendar years in length, may extend the leave twice within the two calendar year period. Notification of such extension(s) shall be given in writing to the Board at least thirty days prior to the time the original leave or the first extension would have ended.

L.C.12.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN FOR PREGNANCY/PARENTAL LEAVES

L.C.12.1 The Employer shall provide for permanent and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act* during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

L.C.12.2 Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

L.C.12.3 The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Standards Act, as amended, before SEB is payable.

L.C.12.4 Eligible teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the teacher in accordance with the Board's payroll procedure.

L.C.12.5 Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.

L.C.12.6 If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

L.C.13.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN FOR ADOPTION/PARENTAL LEAVES (Also refer to Central Agreement C.11.2)

L.C.13.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by teachers covered by this collective agreement from the Human Resources and Social Development Canada for temporary unemployment caused by Pregnancy or Adoption Leaves (Adoption - to a maximum of 5 weeks).

L.C.13.2 The teacher must apply for and be in receipt of E.I. pregnancy or adoption benefits from the Human Resources and Social Development Canada before SEB becomes payable and must also be eligible for pregnancy or adoption leave under the Ontario Employment Standards Act.

L.C.13.3 An application for SEB must be made by the teacher on a form to be provided by the Board. The teacher shall provide verification of the approval of the E.I. claim.

- L.C.13.4 The teacher will receive 100% of the teacher’s full salary during the two-week waiting period before E.I. benefits commence. For the following three (3) weeks the teacher’s E.I. benefits will be supplemented to 100% of the teacher’s full salary. During this five (5) week period there will be no deduction to the teacher’s sick leave account.
- L.C.13.5 SEB payments will be financed by the employer. A separate accounting will be kept on SEB payments.
- L.C.13.6 On termination of the plan all remaining assets will revert to the employer or be used for payments under the plan or for administrative costs of the plan.
- L.C.13.7 Employees do not have a right to SEB payments except for supplementation of E.I. benefits under Article L.C.13.4 during the unemployment period as specified in the plan.
- L.C.13.8 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- L.C.13.9 The application of the SEB Plan as outlined in L.C.13.0 shall apply to all eligible teachers throughout the calendar year.

L.C.14.0 INSURABLE HOURS

- L.C.14.1 For the sole and exclusive purpose of reporting the insurable hours required under the Employment Insurance Act, teachers shall be deemed to have worked the number of hours agreed upon by the parties during the terms of this collective agreement.
This information shall be communicated by both the Board and ETFO-YR.

PART L.D – STAFFING

L.D.1.0 STAFFING AND CLASS SIZE

- L.D.1.1 For the 2000-2001 school year only, the elementary staffing shall be 2 957 FTE based on an October 31, 2000 enrolment of 54 204 FTE.
- L.D.1.2 Every effort shall be made to organize each school for a school year using the following optimum class sizes and ranges as guidelines:

JK/SK	20+/-5	15 – 25
Primary 1 – 3	22+/-5	17 – 27
Junior 4 – 6	25+/-5	20 – 30

- L.D.1.3 Where a cross-divisional split grade class is being considered as part of the school programme and there is reason to believe that the interests of both pupils and teachers would be better served by forming a split-grade class, such class formation shall not be finalized without a meeting with the teaching staff, during which input is solicited.
- L.D.1.4 Where the allotment of staff allows for a school to be organized in accordance with the class size ranges, but there is reason to believe that the interests of both pupils and teachers would be better served by organizing classes outside those ranges, such organization shall not be finalized without a meeting with the teaching staff, during which input is solicited.
- L.D.1.5 ETFO-YR will receive a copy of the report required to be sent by the Board to the Minister respecting the aggregate average class size for all of the Board's elementary classes. This report will be sent by the Board to ETFO-YR within six (6) instructional days of its submission to the Minister.
- L.D.1.6 The Board will use system-wide class size requirements, program needs and projected enrolments to determine staffing levels for September next. The Board will, upon reasonable notice, provide to ETFO-YR projected enrolment and staffing data for September of the next staffing year as soon as feasible after receipt of the request for such information.
- L.D.1.7 ETFO-YR will designate a member who shall receive enrolment data and projections.
- L.D.2.0 STAFFING ALLOCATION COMMITTEE**
- L.D.2.1 A Staffing Allocation Committee shall be established for the purposes of staffing for the term of this agreement.
- L.D.2.2 The Staffing Allocation Committee shall be composed of three (3) ETFO-YR representatives and three (3) Board representatives.
- L.D.2.3 The Committee shall meet a minimum of three (3) times during the year as agreed by the parties.
- L.D.2.4 The Staffing Allocation Committee shall participate in the decision making which will guide the allocation of staff to the Community Education Centres. Any disagreement will be considered by the Director or his/her designate whose decision will be final.
- L.D.2.5 The Staffing Allocation Committee shall meet on or before June 25th to review the projected class size reports.

L.D.2.5.1 Where projected classes have been organized outside the guidelines outlined in L.D.1.2 or where organizations have not been forwarded to the Staffing Allocation Committee, and following the review referenced in Article L.D.2.5, the Staffing Allocation Committee may make recommendations for school organizations.

L.D.2.6 The Staffing Allocation Committee shall meet on or before October 15th to review the class size reports.

L.D.2.6.1 Where classes have been organized outside the guidelines outlined in L.D.1.2 or where organizations have not been forwarded to the Staffing Allocation Committee, and following the review referenced in Article L.D.2.6, the Staffing Allocation Committee may make recommendations for school organizations.

L.D.2.7 The Board agrees to limit the number of grade 3/4 classes to two in any one school organization and where enrolment permits the Board agrees to make the reduction of 3/4 classes a priority.

Proposed grade 3/4 classes will be presented with rationale to the Staffing Allocation Committee during its review of projected class size reports in June with follow up when class size reports are reviewed in October, as per L.D.2.0.

L.D.3.0 SCHOOL STAFFING COMMITTEE

L.D.3.1 A school staffing committee shall be established in every school to assist in the development of:

- a) A school organization including required school reorganizations after the commencement of the school year, in accordance with the board's regional staffing timelines and guidelines, ministry class size mandates, and applicable collective agreement guidelines.

When assisting the development of school organizations, the school staffing committee will consider the use of combined grade classes, where appropriate, as well as the number of integrated special education students into regular classrooms when determining school organizations.

- b) A school staffing model that creates and maintains the best teaching and learning environment possible, with the use of staff allocated to schools and is in compliance with the terms of the collective agreement clauses related to instructional and non-instructional time.

Final decisions related to the school organization and school staffing model are the responsibility of the school administration following consultation as outlined in L.D.1.3 and L.D.1.4.

Any guidelines for school staffing committees shall reflect L.D.3.0.

L.D.3.2 The school staffing committee shall include representation from the school's administration, the ETFO-YR school steward and at least 2 other members of the teaching staff at the school.

L.D.4.0 ETFO-YR RELEASE TIME

L.D.4.1 A total number of two and one third (2.33) full-time equivalent teachers shall be allocated to ETFO-YR for Union release time.

L.D.4.2 In addition to D.4.1, the Union may arrange with the Board the loan-of-service for up to four (4) full-time equivalent teachers.

L.D.4.3 The Board shall be reimbursed in full for the total salary and total employee benefits for teachers released under L.D.4.2.

L.D.4.4 Subject to surplus and/or redundancy procedures and following completion of the term of office, teachers released under L.D.4.1 and L.D.4.2 shall be guaranteed the same position at the same school for up to a maximum of three school years.

L.D.4.5 The guarantee in L.D.4.4 may be waived by mutual consent of the teacher(s) and the Board. Such mutual agreement shall be noted in writing before May 1 of the year in which the release time or the loan-of-service ends.

L.D.4.6 Time spent by teachers released under L.D.4.1 or L.D.4.2 shall be counted as a full service credit, and prorated where necessary for the calculation of increment (if eligible), seniority, sick leave, retirement gratuity and surplus/redundancy calculations.

L.D.4.7 The Board shall grant a leave of absence to a teacher who holds an elected office requiring part or full time duty at the Union level provided that the Union reimburses the Board for the cost of the teacher's total salary and employee benefits.

L.D.4.7.1 The Board shall grant a leave of absence to a teacher on secondment requiring part or full time duty at the Union level provided that the Union reimburses the Board for the cost of the teacher's total salary and employee benefits. The period of the leave shall not exceed three (3) school years.

L.D.4.8 A teacher who is elected to a non-release Executive position of the provincial Union shall be entitled to release time to carry out Union business during the school year. The amount of release time is subject to the discretion of the Director or his/her designate.

L.D.4.9 The Board shall be reimbursed in full for the teacher's total salary and employee benefits for a teacher released under L.D.4.8.

L.D.4.10 Any teacher granted release time or leave of absence under L.D.4.0 shall be entitled to all benefits and conditions under this Collective Agreement unless otherwise specifically stated.

L.D.4.11 At the request of ETFO-YR, the Board shall excuse from teaching duties up to five members of ETFO-YR designated as negotiators for the Union. The Board shall release these representatives for negotiating meetings up to a maximum of 25 school days per year on aggregate with pay and teaching experience.

L.D.4.12 At the request of ETFO-YR the Board shall excuse from teaching duties on an occasional basis such additional members of ETFO-YR as are necessary to carry out the administration of this Agreement or ETFO-YR business. These leaves shall be subject to the prior approval of the appropriate Supervisory Officer. Such approval will not be unreasonably withheld. ETFO-YR shall reimburse the Board with respect to any replacement costs incurred.

L.D.5.0 PART-TIME TEACHERS

L.D.5.1 Full-Time to Part-Time:

L.D.5.1.1 In the event that a full-time teacher requests, prior to March 1, to teach part-time commencing the following school year, that request will be placed before the Staffing Advisory Committee for consideration. Should this date not be met, requests submitted after March 1 will not be unduly denied.

L.D.5.2 Part-Time to Full-Time:

L.D.5.2.1 A teacher who has been teaching part-time during the term of this agreement shall notify his/her principal in writing prior to March 1 if he/she wishes to be assigned to full-time teaching in the next school year. Should this date not be met, requests submitted after March 1 will not be unduly denied.

L.D.5.2.2 Having fulfilled the requirement of L.D.5.2.1, the part-time teacher shall be offered a full-time position for which he/she is qualified:

- a) prior to the placement of newly hired teachers;
- b) after system surplus teachers are placed; and
- c) provided that the move from part-time to full-time does not directly create a surplus or redundant position at the school.

L.D.6.0 SCHOOL ADMINISTRATOR DESIGNATES

L.D.6.1 When there is neither a principal nor a vice-principal in the school, who are not available in a timely fashion, a teacher shall be asked to assume those responsibilities.

L.D.6.2 When a teacher agrees to assume any of the responsibilities of a principal or vice-principal, the teacher shall be paid the additional allowance of \$25.00 per each half day or portion thereof, in which they perform the duty.

L.D.6.3 Teachers serving as School Administrator Designates in accordance with articles L.D.6.1 and L.D.6.2 shall not discipline or evaluate other teachers.

L.D.6.4 An Occasional Teacher may be employed to replace the school administrator designate.

L.D.6.5 Whenever a school administrator designate is employed the teaching staff shall be notified as to who is the designate.

L.D.7.0 TEMPORARY ADMINISTRATIVE APPOINTMENTS

L.D.7.1 The parties agree that a teacher who is a member of the bargaining unit may be assigned to the position of principal or vice-principal for up to one (1) year. During the period of temporary assignment, the teacher shall continue to pay Union dues and accrue seniority.

L.D.7.2 The compensation for teachers assigned to a temporary administrative appointment as per the previous article shall be the beginning step of the vice-principal grid, or principal grid as is applicable.

L.D.7.3 The teacher in a temporary principal/vice-principal role shall be entitled to return to the teacher's former position in the Union if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in the service within the Union provided that the teacher's term as temporary principal or vice-principal does not exceed 193 work days within three school years.

L.D.7.4 Teachers serving a temporary administrative appointment as a principal or vice-principal in accordance with articles L.D.7.1, L.D.7.2 and L.D.7.3 shall not discipline or evaluate other teachers.

L.D.8.0 ABSENCE FOR BOARD AUTHORIZED ACTIVITIES

L.D.8.1 When it is necessary for a teacher responsible for classroom instruction to be absent from school because of his/her participation in Board authorized activities, leave of absence with pay and without loss of sick leave or any other benefits will be granted. Occasional teachers may be employed to replace the absent teacher.

L.D.9.0 SENIORITY

L.D.9.1 For teachers hired before September 1, 2008 as elementary teachers, seniority shall be the length of total elementary and secondary continuous service with the Board

or predecessor Boards from the first day worked after being hired. For teachers hired on or after September 1, 2008 as elementary teachers, seniority shall be the length of continuous teaching service with the Board as a Bargaining Unit member from the first day worked after being hired.

- L.D.9.2 Notwithstanding the above, an ETFO member shall not be bumped by any other employee of the Board.
- L.D.9.3 The Board will maintain a seniority list indicating the teacher's name, current work location and date on which he/she commenced work as a Teacher as per L.D.9.7 and L.D.9.7.1.
- L.D.9.4 The seniority list will be posted at each elementary school by February 1 of each year. A copy of the seniority list will be forwarded to the President of ETFO-YR.
- L.D.9.5 Any discrepancy in the member's seniority shall be brought to the attention of the Board by March 1. If no complaint is received within the specified period, the list shall be deemed to be correct.
- L.D.9.6 There will be no break in service and an employee will not lose any seniority rights because of illness or accident or authorized leave of absence.
- L.D.9.7 For teachers hired before September 1, 2005, if two or more individuals' total years of employment is the same, seniority will be established by lot conducted by both parties.
- L.D.9.7.1 Beginning September 1, 2005 all newly hired teachers will be assigned a seniority number to be determined by lot based on the day he/she commenced work. This number will be made known to the teacher within 90 days of the first day of work.
- L.D.9.8 Seniority shall terminate and a teacher's employment will terminate for any of the following reasons:
 - (a) a teacher resigns or retires;
 - (b) a teacher is terminated for just cause;
 - (c) a teacher is not recalled from lay-off within twenty-four (24) consecutive months;
 - (d) a teacher while on the recall list, twice refuses a teaching position or fails to respond to the recall notice.
- L.D.9.9 Teachers who have teaching assignments split between schools shall have their seniority at each location considered separately for the purposes of surplus declaration. School seniority lists shall identify teachers who have split teaching assignments separately at each school.

L.D.9.9.1 Where a teacher with a split teaching assignment is declared surplus at only one of their work locations, in the surplus placement process, the Board shall make every reasonable effort to consolidate the teacher's teaching assignment at a single location when the teacher requests it.

L.D. 10.0 SURPLUS PROCESS

D.10.1 Teachers can be declared surplus to a school when the enrollment in a school is not sufficient to maintain the current teacher complement. Surplus declarations for the following school year shall occur no later than the Monday of the last full week of February in the preceding school year. Each year the specific date shall be determined in consultation with ETFO-YR.

D.10.2 The least senior teacher at a school, as determined by Section L.D.9.1, shall be declared surplus subject to the need that there be sufficient qualified teachers for French and Special Education as required by the school. When it becomes apparent that in surplusing the least senior teacher(s), another teacher(s) would be required to be given a teaching assignment for which they are qualified and in which they have not had experience in the last 7 (seven) years, the principal, in consultation with the teacher and the superintendent, may deem the next least senior teacher(s) surplus.

D.10.3 Prior to any teacher(s) other than the least senior being declared surplus, the Board will review the specific circumstances with ETFO-YR.

L.D.11.0 LAYOFF AND RECALL

L.D.11.1 In the event that a layoff of teachers is to occur for the following school year, the Board will consider the employees' seniority and qualifications to complete the assigned duties. The Board will notify the Union president that there will be a layoff by April 15 of that year.

L.D.11.2 Upon the giving and receipt of such notice a meeting of the Staffing Allocation Committee shall be convened to develop procedures to deal with the lay-off.

L.D.11.3 On or before May 15, every teacher who may be laid off shall be given written notice stating the effective date of the layoff.

L.D.11.4 A teacher who has been laid off shall have and shall retain for a period of two (2) school years the following rights:

L.D.11.4.1 the right to be recalled on the basis of seniority and to be assigned to a position for which the teacher is qualified to fulfil the program needs and requirements of the vacant position, as determined by the Board; and

L.D.11.4.2 the right to continue to participate in one or more of the benefit plans, provided the teacher on lay-off pays the total cost of such plans.

L.D.11.5 A recall notice shall be sent by registered mail to the last known address of the teacher. It shall be the responsibility of the teacher to advise both the Board and the Union of any change of address.

L.D.11.6 If a teacher fails to inform the Board of his/her most recent address and phone number, the Board will not be responsible for failure of a notice to reach such an employee. Any notice sent by the Board by registered mail to the address of the employee, which appears on the Board's records, shall be conclusively deemed to have been received by the employee.

L.D.12.0 TERM APPOINTMENTS

L.D.12.1 The Board agrees to consult the union concerning the allocation and/or the creation of new positions and their terms. This will normally occur prior to the initiation of the staffing process for the following school year.

L.D.12.2 When special funding is provided by the Ministry of Education for the creation of a new term position, which does not allow for consultation prior to the initiation of the staffing process for the following school year, the Board shall at the earliest possible opportunity, consult with the union as to the length of term, renewal limits and, where applicable, the Allowance. If existing Allowance structures are not applicable then the issue of Allowance will be a matter of consultation with the union.

L.D.12.3 The positions noted in Appendix A are considered to be term appointments under the conditions of this Collective Agreement.

L.D.12.4 The following provisions apply to teachers in term appointments:

L.D.12.4.1 The standard length of term shall be for 3 years. In exceptional circumstances, the term may be less than three years and where this is the case the union will be consulted prior to the posting of the position.

L.D.12.4.2 The standard length of the term of renewal shall be 1 (one) year and shall be at the discretion of the Director or his/her designate. Where the position exists because of special funding provided by the Ministry of Education, or as otherwise noted in Appendix A, the length of the term or renewal shall be up to two consecutive one year renewals at the discretion of the Director or his/her designate.

L.D.12.5 Notwithstanding the above, the term of original appointment and/or renewal may be less than the agreed time if the teacher:

- L.D.12.5.1 voluntarily relinquishes the position;
- L.D.12.5.2 has an unsatisfactory performance review and has the recommendation of the Director or his/her designate to terminate the appointment;
- L.D.12.5.3 has been given one year's notice by the Board that the position currently being held by the teacher shall cease to exist, except where one year's notice is not possible due to withdrawal of special Ministry funding to exceptional circumstances as agreed to by the board and the union.
- L.D.12.6 A teacher who holds a term position and whose term is not renewed or whose term is shortened for reasons stated in L.D.12.5 shall return to a teaching position.
- L.D.12.7 ETFO-YR shall receive a list by October 15th of the Term Appointments as of September 30 each year and the length of time remaining in each term.
- L.D.13.0 NEW POSITIONS**
- L.D.13.1 The Board agrees to consult with the union concerning the allocation of regular regional elementary staffing to new positions during the staffing projection process.

PART L.E – OTHER WORKING CONDITIONS

L.E.1.0 NO DISCRIMINATION

- L.E.1.1 Neither the Board, nor its administrators, nor any other employee of the Board, nor a member of the Union acting in a management role for the Board shall discriminate against any teacher because of his/her participation in the activities of the Union.
- L.E.1.2 The Board recognizes that ETFO-YR school stewards have the right to fulfill their responsibilities in the workplace without any interference to the operation of the Board and its schools and in accordance with the OLRA and this agreement.
- L.E.1.3 There shall be no discrimination by the parties against a teacher or supervisor because of race, national origin, age, creed, colour, religion, sex, sexual orientation, marital status, family status or handicap.

L.E.2.0 HEALTH AND SAFETY

- L.E.2.1 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.
- L.E.2.2 The principal will notify the members of the ETFO-YR as soon as possible if a case of Fifth Disease is reported in the workplace.

L.E.3.0 LUNCH BREAK AND SUPERVISION DUTIES

L.E.3.1 A teacher shall be entitled each school day to a forty-minute uninterrupted and continuous lunch period free from supervisory, teaching and administrative duties.

L.E.3.2 Effective September 1, 2005 the Board shall ensure that no teacher is required to perform in excess of 60 minutes of supervision time in a five-day instructional week/cycle. 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 School Day as defined in L.E.6.2. Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the School Day as defined in L.E.6.2.

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 beginning of opening exercises in the morning, before the commencement of classes following the lunch interval, during recess or after the School Day.

L.E.3.3 The Board shall make every reasonable effort to allocate supervision duties fairly and equitably within the school.

L.E.4.0 LABOUR MANAGEMENT COMMITTEE

L.E.4.1 There shall be a Labour Management Committee. It shall consist of the following members:

- a) the President or designate, from ETFO-YR plus one other member representative of ETFO-YR;
- b) the Director or designate, and one other administrator chosen by the Director;
- c) additional representation chosen by ETFO-YR and the Board.

The Labour Management Committee shall meet at the request of the Union or the Board.

L.E.5.0 PREPARATION TIME

L.E.5.1 a) Effective August 31, 2012, in developing class and teacher timetables, principals shall schedule the equivalent of 240 minutes per week of preparation time during the School Day, as defined in L.E.6.2, free from supervisory, teaching or other assigned duties for each full-time teacher and shall provide the equivalent of 240 minutes on a prorated basis for part-time teachers. Preparation time coverage will be provided only for classroom teachers (including self-contained special education and student support centers).

b) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.

- c) Preparation time shall be used for professional activities as determined by the teacher and shall be assigned only during the School Day as defined in L.E.6.2.
- d) Teachers on part-time assignment shall have the amount of preparation time prorated as per their teaching assignment.
- e) Notwithstanding the foregoing, existing provisions or practices respecting preparation time which provide superior benefits to the provisions set out above shall not be eroded on a school-level basis.

L.E.5.1.1 In exceptional circumstances, and after consultation with ETFO-YR, preparation time may be pro-rated over no more than a 6-day cycle.

L.E.5.2 The Board shall schedule preparation time in blocks of not less than 20 consecutive minutes.

L.E.5.3 Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Staffing Advisory Committee.

L.E.5.4 Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The Board may not use the aggregated additional minutes of preparation to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.

L.E.5.5 Notwithstanding the above, missed preparation time shall only be rescheduled where a teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.

L.E.5.6 The Board shall reschedule preparation time, which is missed due to rescheduling within the school or unavailability of occasional teachers.

L.E.5.7 The Superintendents of Education shall monitor the amount of preparation time provided and shall report any difficulties to the Director of Education or his/her designate during the fall term.

L.E.6.0 SCHOOL YEAR/SCHOOL DAY

L.E.6.1 The school year shall be as defined in The Education Act.

L.E.6.2 The 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).

L.E.7.0 EXTRA-CURRICULAR ACTIVITIES

L.E.7.1 The Board and the teachers agree that participation in extra-curricular activities is a valuable experience for students and recognize that the supervision of extra-curricular activities should continue and shall be provided on an individual, voluntary basis.

L.E.8.0 REPORT CARDS

L.E.8.1 Interim reports shall not be required for all students, but may be issued on an individual needs basis.

L.E.8.2 Submission dates for report cards shall be established in consultation with teachers no later than September 30 each year.

L.E.8.3 Expectations for report cards in the areas of content and format shall be established in consultation with teachers following the staff meeting in October and no later than October 15.

L.E.8.4 Every effort shall be made to ensure that requests for revision of final report cards shall occur no more than once in each report card cycle and exchanges shall occur which will allow adequate time for revisions to be completed.

L.E.8.5 Peer review of a teacher's report card shall be at the teacher's discretion.

L.E.9.0 CRIMINAL RECORD CHECK

L.E. 9.1 For existing teachers, the Board shall pay all costs associated with the Canadian Police Information Check (CPIC) or offence declaration, pursuant to Regulation 521/01 of The Education Act or any subsequent regulation or law, provided that the teachers use the Police Service designated by the Board.

L.E.9.2 All information obtained through the Criminal Record check process shall be kept in a separate file maintained by the Director or his/her designate. Teacher personnel files shall not include copies of criminal record checks and associated forms.

L.E.10.0 TEACHER PERFORMANCE APPRAISAL

L.E.10.1 The Board and the ETFO-YR recognize that Teacher Performance Appraisal shall be conducted in accordance with the Education Act and relevant legislation and in accordance with the Board’s policies and procedures. The Board shall consult with ETFO-YR prior to making changes to the Board’s policies and procedures with respect to Teacher Performance Appraisal.

L.E.10.2 Where teachers are mandated to use new specific assessment and instructional strategies which will be included in the TPA process, appropriate professional learning will be provided during the instructional day and at staff meetings.

L.E.10.3 A teacher shall have the right to ETFO representation at any meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated either development needed or unsatisfactory as part of the TPA:NTIP or TPA process for experienced teachers. Up to three (3) work days shall be allowed for the teacher to secure ETFO representation, and during this time, no further discussion of the matter shall occur between the evaluator or any other agent of the employer and the teacher.

L.E.10.4 A teacher shall be given at least 48 hours notice before a pre-observation meeting. During the pre-observation meeting the administrator and the teacher shall agree upon the date and time for the classroom observation.

L.E.11.0 NIGHT SCHOOL AND SUMMER SCHOOL

L.E.11.1 When hiring for credit courses offered in night school and summer school, the Board shall give preference to Elementary School Teachers qualified to teach in a particular subject over external unqualified applicants.

L.E.12.0 MEDICAL/PHYSICAL/PERSONAL CARE

L.E.12.1 The Board shall not require a Teacher to administer medication or perform any medical or physical procedure on a student. Notwithstanding, Teachers shall be expected to take appropriate action(s) which may include the administration of medication in an emergency situation.

L.E.13.0 PEER COACHING AND MENTORING

L.E.13.1 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.

L.E.14.0 PROFESSIONAL LEARNING COMMUNITY

L.E.14.1 The parties recognize the importance of professional learning for teachers. Involvement in Professional Learning Communities shall be voluntary and not used in a TPA.

L.E.15.0 PROFESSIONAL TIME

L.E.15.1 In supporting the practice of evening interviews prior to the report card interview day, where teachers work the evening, they shall be released at a point equivalent to half the instructional day on the PA day.

L.E.16.0 STAFF MEETINGS

L.E.16.1 Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.

L.E.17.0 ELECTRONIC RECORDINGS

L.E.17.1 During the term of the collective agreement, the Board, in conjunction with the union, will develop or amend a procedure to govern the use of electronic recordings in the workplace. In the interim, no such recordings will be made of any interactions between teachers and administrators unless all attendees explicitly agree.

The parties agree that this will not limit the Board in the investigation or determination of incidents of professional misconduct.

L.E.18.0 SHARED USE OF SPACE

L.E.18.1 The Quick Reference Guide to Child Care in Schools developed by the board and the union shall inform the use of shared classroom space in schools.

PART L.F – LOCAL LETTERS OF INTENT

L.F.1.0 LETTER OF INTENT #1 – JOB SECURITY

The Board will guarantee that no teacher currently on staff or hired during the term of this agreement will be declared redundant to the Board during the term of this agreement.

L.F.2.0 LETTER OF INTENT #2 – CLASS SIZE

1. Boards will reduce their Grade 4-8 average class size as follows:

2009-10	by 0.1 below their 2008-09 Grade 4-8 average class size;
2010-11	by 0.2 below their 2008-09 Grade 4-8 average class size;
2011-12	by 0.3 below their 2008-09 Grade 4-8 average class size;
August 31/12	by 0.5 below their 2008-09 Grade 4-8 average class size.
2. The Staffing Advisory Committee will be engaged in establishing the 2008-09 Grade 4-8 average class size from which the reductions are made, and in allocating this additional staffing.
3. It is agreed that the 2008-2009 Grade 4-8 class size average shall be no higher than 25.77
4. For the 2012-2013 school year Grade 4-8 class size average shall be no higher than 25.27.

L.F.3.0 LETTER OF INTENT #3 – STAFFING TIMELINES

The parties agree that the staffing allocation committee shall meet prior to January 15 each year to discuss the staffing timelines and the transfer process.

L.F.4.0 LETTER OF INTENT #4 – BOARD COMMITTEES

The parties agree that the decision making process can benefit from the sharing of perspectives between the Board and ETFO-YR.

The Board commits to creating opportunities for ETFO-YR to participate on board committees. ETFO-YR commits to giving due consideration to all invitations it receives to participate in board committees.

The parties understand that where ETFO-YR participates in these committees this participation may not indicate support of final board decisions. Where this is the case, such disagreement will be reflected in the minutes. When a committee produces a report the Board recognizes ETFO-YR's right to submit a minority report.

L.F.5.0 LETTER OF INTENT #5 – TRANSITION OF HIGH NEEDS STUDENTS BETWEEN SCHOOLS

To support the safety and wellbeing of students and staff, the Board and the Union agree to create a transition plan checklist for the transfer of identified high needs students and/or students with safety plans between YRDSB schools.

The transition plan checklist shall be completed by the sending school and shared with the impacted staff at the receiving school, prior to the transfer of the student.

The parties will meet within 30 days of ratification of the Collective Agreement to develop such a checklist for communication.

L.F.6.0 LETTER OF INTENT #6 – STAFFING PROCESS

Effective for the 2016-2017 staffing process and thereafter, there will be no teacher transfer list. All interested teachers are eligible for transfer as per the regional staffing timelines, created annually in consultation with the Union.

The Board agrees to follow the processes as outlined in the Elementary Teacher Transfer and Determination Process document. Upon request, the Union shall be provided with the names of candidates short-listed for interviews for a position, as well as the successful candidate.

In line with the annual teacher transfer process, efforts will be made to further enhance teacher ability to transfer schools. The window for teacher transfer will normally be extended up to the 2nd Friday in June, the specific date to be set annually as per the regional staffing timelines. This will allow greater opportunities to accommodate teacher request for transfer while also ensuring stability in schools prior to the end of the school year for communication and program planning purposes, including timetabling.

Unless there is an exceptional circumstance, next year's teacher assignments including timetables, will be provided prior to the conclusion of the school year, noting that these are subject to change.

While teachers may provide input to the process, it is the responsibility of the Principal to create timetables for all teachers.

In addition to L.D.5.2.2, efforts will be made to enhance teacher's opportunity to move from part-time to full-time and/or increased FTE. This will include providing a dedicated period in the staffing process for qualified part-time teachers to apply for transfer to increased FTE after surplus placements have concluded. This will occur prior to posting externally. As well, qualified part-time teachers will be considered for increased FTE in their current school until the last Monday in August.

Whereas the Union is interested in creating enhanced opportunities for teacher

exchanges, the Union will create a searchable database for interested teachers which the Board will post on the BWW. The Board will consider requests for exchange. Teacher exchanges require approval by the impacted Principals and SOs.

Every effort will be made to provide interested teachers who are split between two schools the opportunity to be placed in one school during the staffing process where vacancies exist for which the teachers are qualified.

PART L.G – LOCAL LETTERS OF UNDERSTANDING

L.G.1.0 LETTER OF UNDERSTANDING #1 – ADDITIONAL TIME

To provide additional time for planning, marking, preparation for report cards and such, the parties agree that the number of student contact days for teachers shall continue to be reduced by two half days.

The use of these two half days shall be determined by the teacher and be scheduled in agreement between the Board and ETFO.

L.G.2.0 LETTER OF UNDERSTANDING #2 – ASSESSMENT DAYS

Effective 2010-2011, two Professional Activity Days will be designated for the purpose of assessment and completion of report cards: one prior to the first reporting period and one prior to the second reporting period. No more than two Professional Activity days shall be designated for the purpose of assessment and completion of report cards at the elementary level.

L.G.3.0 LETTER OF UNDERSTANDING # 3– FULL DAY KINDERGARTEN

Subsection 261.1 (1) of the Education Act outlines the complementary duty of teachers and DECEs to co-operate and coordinate the matters described in that section of the Act.

The legislation specifies that in addition to the duties outlined in section 264 (1), FDK teachers are responsible for the long term planning and organization of the program and the management of the FDK classes. Teachers are responsible for student learning; effective instruction, formative assessment (assessment for learning) and evaluation, based on the team's (teacher and DECE) assessment of children's progress; and formal reporting and communication with families.

The parties agree that this letter of understanding is subject to any relevant amendment to the legislation applicable to the FDK program.

L.G.4.0 LETTER OF UNDERSTANDING #4 – ROLE OF SERT

The YRDSB and ETFO-YR agree to review the role of SERT in the YRDSB, as a resource to influence and support student achievement and well-being. The review will include an analysis of how the duties related to the position, as outlined in the Board’s Special Education Plan (specifically Section D: Support Staff and Service Special Education Resource Teacher – English and French Immersion), are currently distributed and scheduled in schools across the YRDSB. The review will make recommendations to the parties on effective practices and scheduling that maximize teaching time with students while balancing workload, caseload distribution, paperwork, assessments and meetings.

The parties agree to meet within thirty days of ratification of the collective agreement to determine the process and timing of this review, with the review to commence no later than sixty days after ratification.

An interim report shall be issued no later than May 15, 2016.

Mutually agreed recommendations will be implemented as soon as reasonable practicable.

Appendix A – Term Appointments (see Clause L.D.12.0)

ACCESS

Community Liaison Teacher (Reception Centre)

Consultants

Coordinators **

Digital Learning Resource Teachers

ESL Reception Centre Teacher (Teacher Assessor)

Innovations and Special Projects Teachers

Interdisciplinary Team SERT (includes the former positions of Autism Team Teachers, Behaviour Team Teachers, CEC Intervention Team Teachers)

Outdoor Education Teachers

Performance Plus Teachers

Reading Recovery Itinerant Teacher

Student Work Study Teachers*

Technology Resource Teachers **

*denotes a Ministry of Education special funding program

**length of term is 3 years with up to two consecutive one year renewals