



AGREEMENT

Between

THE THAMES VALLEY DISTRICT SCHOOL BOARD

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

THAMES VALLEY TEACHER LOCAL

2022 SEPTEMBER 01

TO

2026 August 31

**THIS COLLECTIVE AGREEMENT, HEREINAFTER REFERRED TO AS THE
AGREEMENT, IS MADE THIS 5TH DAY OF JUNE, 2024**

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, as amended, the central terms of this agreement, excepting term, may be amended at any

time during the life of the agreement upon mutual consent of the Central Parties and agreement of the Crown.

C3.6 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d) i. below.
 - iv. To withdraw a grievance
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - viii. To give or withhold approval to any settlement by OPSBA.
 - ix. To participate in voluntary mediation.
 - x. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

C4.5 Mediation

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

C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.

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

C5.00 BENEFITS

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement ("ETFO represented employees").
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.
- c) Retirees who were previously represented by ETFO, and who were, and still are, members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.

- d) No individuals who retire after the Participation Date are eligible.
- e) Eligibility is limited to long-term occasional and permanent Teachers.

C5.3 Funding

- a) All funding in section c) shall be subject to the following conditions:
 - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT's expense, within 30 days after their decision to make the change.
 - ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
 - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.
- c) The funding rate shall be increased for inflation as follows on the following dates:
 - i. September 1, 2022: 1% (\$6,235.74)
 - ii. September 1, 2023: 1% (\$6,298.10)
 - iii. September 1, 2024: 1% (\$6,361.08)
 - iv. September 1, 2025: 1% (\$6,424.69)
 - v. August 31, 2026: 4% (\$6,681.68)

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.

- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.
- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out;
 - ii. Divide i) by 194 days;
 - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury

continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.

- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

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

Eleven (11) days less the number of sick leave days used in the most recent year worked.

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

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

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

- i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.
- iii. Where the length of the Long-Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.

- iv. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C7.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C7.2** The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C7.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.

C7.4 The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

If a new or modified policy initiative is not discussed at the Ministry Initiatives Committee in advance of implementation, it will be discussed at the next meeting. Alternatively, the Crown will endeavor to provide an informational briefing to ETFO and OPSBA at another forum prior to the next Ministry Initiatives Committee, which may include other attendees at the discretion of the Crown.

At the local level School Boards and locals shall meet regarding:

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

C9.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of

their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to provide payment for the Teacher's share of the benefit premiums, where applicable.

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

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

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

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

The parties and the Crown agree to establish a task force to review data and explore leading practices related to utilization of sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of ETFO and OPSBA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating separate teacher and education worker sector-wide task forces. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. gather and explore data, by unionized job classifications, on the utilization of sick leave and short-term disability;
2. gather and review information including but not restricted to the following:
 - a. a jurisdictional scan on sick leave and short-term disability plans;
 - b. best practices relating to safe return to work
3. discuss factors contributing to sick leave and short-term disability usage in the education sector;
4. report its findings to school boards and ETFO.

The task force shall complete its work by August 31, 2025.

**LETTER OF AGREEMENT #3
BETWEEN**

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

Effective in the 2023-24 school year and each subsequent year of the collective agreement, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to permanent and long-term occasional teachers. Where daily occasional teachers are scheduled to work on a PA Day when this training is provided, they will participate. This will include the following topics: Online Violent Incident Reporting, Safe Schools Reporting, and Notification of Potential Risk of Injury.

The parties recommend that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

**LETTER OF AGREEMENT #4
BETWEEN**

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits and is therefore status quo until August 31, 2026. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local Parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*, as amended.

Issues:

- Short-term paid leave (number of days)
- Qualification allowances including extra degree allowances
- FDK Model
- Preparation Time (number of minutes)
- Student supervision (number of minutes)
- Release time related to violent incidents

**LETTER OF AGREEMENT #8
BETWEEN**

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

AND

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

AND

The Crown

RE: Individual Education Plans

To best meet the needs of all students, school boards will consider a number of factors when establishing class lists, including the workload related to IEPs.

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

The Parties agree to recirculate the Final Report of the Support for Students Committee (June 2, 2021) established through Letter of Agreement #9 of ETFO's 2019-2022 Teacher/Occasional Teacher Central Agreement. The Crown will distribute the report to School Boards within sixty (60) days following the date of ratification of the central terms.

A provincial committee will be established with representatives comprised of:

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

Using the three areas of focus in the *Final Report of the Support for Students Committee*, this committee shall meet to gather and identify examples of best practices across school boards.

The committee will strive to complete its work in time for the beginning of the 2024-25 school year. The compilation of best practices shall be shared with School Boards immediately thereafter.

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

The Parties acknowledge that the 2018 *Violent Incident Debriefing Training Module*, developed by the Ontario Education Services Corporation for the Ministry of Education, includes leading practices in debriefing after a critical incident.

Within sixty (60) days following the date of ratification of the central terms, the Crown will recirculate the *Violent Incident Debriefing Training Module* to School Boards that employ teachers represented by ETFO.

School Boards may adopt Checklist 1 – Immediate Staff Debriefing Following a Critical Violent Incident and Checklist 2 -Follow-up Staff Debriefing Following a Critical Violent Incident from the *Violent Incident Debriefing Training Module* upon mutual agreement between the local parties.

School Boards are encouraged to consult with the Joint Health and Safety Committee on how this training will be provided to ETFO Teachers during the term of this collective agreement.

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

The parties and the Crown agree that the scope of the work of the Provincial Working Group - Health and Safety (PWGHS) will continue to include violence prevention in schools.

The current Terms of Reference requires a minimum of 4 meetings per year, which can be amended based on the consensus of the work group.

The parties will jointly recommend to the PWGHS the following:

1. Violence prevention shall be prioritized as a topic for discussion.
2. The PWGHS will collect and review:
 - a. how data regarding violent incidents is gathered and shared.
 - b. how safety plans are created and updated and who is involved.
 - c. how and when risk assessments and reassessments are conducted and who is involved.
 - d. how school boards are sharing information regarding the potential risk of violence which is likely to expose the worker to physical injury, relative to the practices outlined in [Workplace Violence in School Boards: A Guide to the Law](#).

The data collected by the Provincial Working Group - Health and Safety will identify best practices, which may be used to update the [Workplace Violence in School Boards: A Guide to the Law](#) to share with school boards by August 31, 2026.

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

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

The Parties recognize that preparation prior to a student from a special education class being integrated into a regular classroom can contribute to positive outcomes for the student. That preparation may include, but is not limited to:

- the review of the Ontario Student Record (OSR);
- the creation and/or review of a safety plan and/or behavior plan; and
- other program planning necessary for the successful inclusion of a student with special needs.

Furthermore, any known required resources or technology shall be in place prior to the commencement of the student's integration into a regular classroom except in extenuating circumstances.

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

Hybrid instruction is defined as providing synchronous instruction to students in-person and remotely simultaneously.

The Parties acknowledge that in-person instruction is preferred over hybrid instruction and provides better outcomes for most students.

Teachers will not be required to provide hybrid instruction for a student who is absent from in-person class for discretionary reasons.

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

The Parties acknowledge that successful teaching experience within the school board, including daily and long-term occasional experience, is valuable in the hiring process.

Teaching experience within the school board will be a factor considered in accordance with Ministry and school board policies in the selection of a successful candidate for a position as a long-term occasional teacher.

Where a candidate is unsuccessful in the hiring process, and requests feedback, it will be provided within 30 days of the interview.

Related provisions in Part B of the collective agreement shall remain in effect.

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

The parties agree that safe teaching and learning environments is a shared goal. In addition, the parties acknowledge that appropriate conduct in schools is essential for successful educational outcomes and a positive school climate. A positive school climate includes expectations that everyone actively promotes and demonstrates positive behaviours and interactions, to create, foster and sustain a school community that is safe, inclusive, and accepting for all.

Within 60 days of the ratification of the Central Terms, the Crown, ETFO, and OPSBA will meet to revise PPM 128: The Provincial Code of Conduct and School Board Codes of Conduct.

The parties agree to establish a requirement for schools to have publicly facing signage that communicates behaviour expectations for everyone that are consistent with a safe learning and teaching environment.

Following these discussions, School Boards and Locals shall meet and discuss how the expectations in the code of conduct are communicated to staff, students, other members of the school community, and visitors.

The parties will develop recommendations for the Crown regarding the content of the signage related to the code of conduct that will be shared with school boards. The signage will be shared with the parties prior to the distribution to school boards.

The Crown commits to have the revisions to PPM 128 completed prior to the start of the 2024-25 school year.

The Crown shall endeavour to ensure that the publicly facing signage is distributed to school boards to be posted in schools and board head offices prior to the start of the 2024-25 school year.

HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

The Parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of agreement will form the basis for a trust agreement

setting out the terms of the ELHT to be approved by the Parties and will remain in effect until August 31, 2020.

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

- 4.1.0 Negotiated Funding Amount, Board Contributions

- 4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 Upon the Board's participation date:
- i. The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily Occasional Teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
 - ii. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
 - iii. For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
 - iv. Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
 - v. A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.
- 4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:
- i. there is an in-year deficit,
 - ii. that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
 - iii. that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums, then the in-year deficit in i) would be paid by the Board associated with the deficit.
- 4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily Occasional Teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily Occasional Teachers this arrangement will remain the on-

going obligation of the affected Boards. The affected Boards will find a similar plan for Occasional Teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.

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

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

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

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

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

4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-up Costs

4.2.1 The Government of Ontario will provide:

- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.

- b) A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Board(s)" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers' and employees' premium share.

- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

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

5.2.0 Board of Trustees' Responsibilities

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

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained

for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.

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

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

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

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

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

8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

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

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

9.0.0 ERRORS and OMISSIONS

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

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

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

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

10.0.0 CLAIMS SUPPORT

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

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

11.0.0 PRIVACY

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

APPENDIX A – HRIS FILE

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

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

PART B – LOCAL ARTICLES

BETWEEN -

The Thames Valley District School Board

- AND -

The Elementary Teachers' Federation of Ontario - Thames Valley Teacher Local

ARTICLE L1.00 - PURPOSE

- L1.01 It is the desire of the Parties to set forth in the Agreement the entitlement of those Teachers covered by the Agreement to salaries, allowances and benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the Parties hereto.
- L1.02 It is the desire of the Parties to maintain a harmonious relationship between the Board and each elementary Teacher covered under the Agreement.

ARTICLE L2.00 - SCOPE AND RECOGNITION

- L2.01 The employer being the Thames Valley District School Board (hereinafter referred to as “the Board”) recognizes the Elementary Teachers’ Federation of Ontario (ETFO) (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 and as a party to all proceedings, negotiations and the Collective Agreement between the Parties.
- L2.02 The Board recognizes the right of the bargaining agent to appoint and to authorize any ETFO advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent the Teachers in all matters pertaining to the negotiation and administration of the Agreement.
- L2.03 The Board recognizes the ETFO Thames Valley Teacher Local Collective Bargaining Committee as authorized to negotiate on behalf of the Union and the elementary Teachers employed by the Board.
- L2.04 The Board recognizes the right of the Union to represent a member at the member’s request at any meeting with the member when the conduct or competence of the member is being considered. The Board or school/worksite Administrator shall notify the member of their right to Union representation.

- L2.05 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- L2.06 The Union recognizes the Negotiating Team of the Board as officially authorized to negotiate on the Board's behalf.
- L2.07 The Union recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.
- L2.08 The Board shall continue to make every reasonable precaution for the health and safety of its Teachers under the terms of the Occupational Health and Safety Act.

It is recognized that Teachers should not have to be subject to violence, threats of violence, profane or insulting statements and/or other similar conduct from staff, students and members of the school community.

It is agreed that the Board and the Local shall cooperate to prevent violence in the workplace.

ARTICLE L3.00 – AMENDMENT DURING LIFE OF AGREEMENT

- L3.01 Any amendment(s) to the provisions of the Agreement during the term of the Agreement shall be by mutual consent of the Parties. The amendment(s) shall be in writing and shall be binding on both Parties effective the date specified within the amendment.

ARTICLE L4.00 - NO STRIKE OR LOCKOUT

- L4.01 There shall be no strike or lockout during the term of the Agreement. The term strike or lockout shall be defined as in the *Labour Relations Act*.

ARTICLE L5.00 - RIGHTS AND RESPONSIBILITIES

Management Rights

- L5.01 The Parties recognize the right and obligation of the Board to exercise its management rights and functions including the right and obligation of the Board to manage the affairs of the Board in all respects and to carry out such responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Agreement and are in compliance with the prevailing statutes and regulations.

Just Cause

- L5.02 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the Agreement. The Board agrees that no Teacher shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Teachers.

No Penalty For Lawful Union Activity

- L5.03 The Board agrees not to penalize or discriminate against any Teacher for participating in the lawful activities of the Union, including exercising any rights under the Agreement or the prevailing statutes of Ontario.

No Discrimination

- L5.04 The Board and the Teachers agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender expression, gender identity, age, records of offences, marital status, family status or disability as those terms are defined in the Ontario Human Rights Code.

Evaluations

- L5.05 Only OCT qualified Supervisory Officers and elementary Principals and Vice-Principals shall evaluate a Teacher's competence. Only Supervisory Officers and Learning Supervisors, who have Principal's qualifications, shall evaluate a Learning Co-ordinator's competence. No member of the Union shall be required or requested to evaluate a Teacher's competence.

The President of the Union or designate(s) shall be notified of all unsatisfactory or development needed ratings for all Teachers by Superintendent of Human Resources, or designate, assigned to evaluations.

- L5.06 The Board shall have a policy on, and procedures for evaluations. Any such policy or procedures shall be developed in consultation with the Union. Teachers shall only be evaluated in accordance with this policy and/or procedures. Such policy and/or procedures shall include the following:
- a) All evaluations shall be in writing signed by the evaluator(s) with a copy to the Teacher.
 - b) The Teacher shall be given at least one (1) school day's prior notice of any formal classroom observation.

- c) The Teacher may request to be observed in other situations within the Teacher's assignment.
- d) If at any time during the process it is anticipated that the evaluation will be unsatisfactory, the Union will receive notice and a meeting will be scheduled.
- e) A post observation meeting will be held to review and discuss the evaluation, prior to the final evaluation report. Every reasonable effort will be made to inform the Teacher of their rating during this meeting. If it is determined that the rating may be unsatisfactory, a post observation meeting will not be held until a Union representative can be in attendance.
- f) The evaluation report shall be given to the Teacher within fifteen (15) days of the date of the evaluation. Any evaluation report not received by the 15th day will be Satisfactory, unless mutually agreed upon by the Board and the Union.
- g) The Teacher's signature shall indicate receipt only.
- h) Any teacher to be evaluated in a school year shall be notified by October 10th of that school year.
- i) The Union shall receive a list of proposed evaluation due dates for all Teachers by October 10th of that school year.
- j) A Principal shall not commence a new Teacher Performance Appraisal process after May 31st of a school year, unless requested by the Teacher or unless it is a subsequent evaluation following an unsatisfactory that is scheduled in advance and agreed upon by the Board and Union.

Discipline and Termination

- L5.07
- a) Matters related to the discipline or termination of a Teacher shall be communicated in writing Between the Parties. The Teacher shall have the right to Union representation throughout the process.
 - b) Termination for just cause shall take effect upon the date determined by the Board subject to any relevant provisions of the Education Act and Regulations.
 - c) A Teacher receiving benefits from the Long Term Disability Plan shall remain employed by the Board for a period of two (2) years which may be extended:

- i. For an additional three (3) years if the Teacher's physician provides annually to the Abilities and Wellness Specialist, in writing, a prognosis that the physician believes the Teacher may return to teaching or some other occupation prior to the end of the three (3) years; or
- ii. An additional period of time beyond the period set out in (i) if approved by the Superintendent of Human Resources.

Should the Teacher's employment cease because the extension has not been provided or the extension period has expired, the Teacher shall be entitled to severance of two (2) weeks per year of employment and termination pay, in accordance with ESA calculations not to exceed the maximums as identified in the *Employment Standards Act*.

Board To Provide Insurance

L5.08 The Board shall provide adequate insurance protection for Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Teachers covered by the Agreement. It is understood that Teachers-In-Charge will also be provided with adequate insurance and liability protection.

Resignation/Retirement Dates

L5.09 A Teacher may resign or retire:

- a) By providing no less than six (6) weeks' notice by submitting an official retirement or resignation letter;
- b) at any other time by submitting an official retirement or resignation letter with the mutual consent of the Teacher and the Board.

The teacher shall provide to the principal assessment, evaluation, and reporting data, including learning skills and work habits for each student, accumulated up to the effective resignation or retirement date.

Requests with an effective resignation or retirement date after Spring Break of the current school year will be filled with a Long-Term Occasional Teacher for the duration of the year and then subsequently staffed in accordance with article L25.34.

Working for Another Employer

L5.10 No Teacher covered by the Agreement shall be employed by another school board

except in the capacity as an Occasional Teacher or Continuing Education Teacher without the written consent of the Superintendent of Human Resources or designate.

Elementary Students

L5.11 Where students are in elementary school programs, and the physical location of the class/grades normally considered to be in elementary school changes, those students will continue to be taught by elementary teachers who shall retain membership in ETFO.

L5.12 Students in an elementary school program whose physical location changes will continue to be taught by elementary teachers.

ARTICLE L6.00 - PROBATIONARY PERIOD

L6.01 A newly hired Teacher shall serve a probationary period of ten (10) months with an extension of the period to a length of time in month(s) for absences exceeding twenty (20) teaching days in that ten (10) month period.

e.g., The probationary period for a Teacher absent thirty-five (35) days in a ten (10) month probationary period will be extended to the end of the eleventh (11th) teaching month provided said Teacher is in regular attendance during that eleventh (11th) month.

ARTICLE L7.00 - CATEGORY DEFINITIONS

L7.01 Any Teacher employed by the Board shall be evaluated by the Qualifications Evaluation Council of Ontario Program (QECO).

L7.02 The responsibility will be on the Teacher to provide Human Resources with a QECO Statement of Evaluation indicating category placement or movement. Newly hired Teachers may be placed at Category A1 or Category A (Letter of Permission) until such time as salary category documents are submitted to Human Resources.

Change in Category

L7.03 A Teacher who qualified before September 01 or before December 31 of the current school year for a change in category by reason of improved qualifications shall receive the appropriate differential in accordance with the following:

a) Change in Category before September 01

For any qualifications obtained during the January 01 to August 31 time period, placement in a higher category shall be made effective September 01. Confirming documents indicating the change in category must be

submitted to the Human Resources on or before December 31 of the current school year. If the necessary documents are submitted after December 31 (but prior to the last teaching day of the school year), the adjustment will be effective January 01 of the school year in which they are received.

b) Change in Category before December 31

For any qualifications obtained during the September 01 to December 31 time period, placement in a higher category shall be made effective January 01 of the current school year. Confirming documents indicating the change in category must be submitted to the Human Resources on or before June 30 of the current school year. If the necessary documents are submitted after June 30, the adjustment will be effective September 01 of the subsequent school year.

If the Teacher made application to QECO in a timely fashion and through no fault of the Teacher, confirming documents are delayed beyond December 31 or June 30, the appropriate adjustment will be made in accordance with L7.03 (a) or L7.03 (b) above.

Confirming documents shall include the appropriate QECO Statement of Evaluation and indication of courses that were completed during the designated period.

ARTICLE L8.00 - SALARY AND ALLOWANCES

Teacher Salary Grids

L8.01 a) The following salary grid represents the annual salary rate effective 2022 September 01.

Years of Experience	Category A	Category A1	Category A2	Category A3	Category A4
0	47894	51292	53564	57563	61326
1	50229	54340	57287	61688	65661
2	53426	57924	61173	65755	69989
3	56651	61650	65021	69994	74522
4	60104	65310	68897	74472	79492
5	63073	69000	72706	78957	84461
6	66250	72656	76572	83432	89434
7	71561	76369	80416	87912	94398
8	74972	80043	84266	92393	99368
9	78600	83752	88132	96870	104337

10	82236	89497	91977	104449	110597
Penultimate	85865				
Ultimate	89497				

b) The following salary grid represents the annual salary rate effective 2023 September 01.

Years of Experience	Category A	Category A1	Category A2	Category A3	Category A4
0	49331	52831	55171	59290	63166
1	51736	55970	59006	63539	67631
2	55029	59662	63008	67728	72089
3	58351	63500	66972	72094	76758
4	61907	67269	70964	76706	81877
5	64965	71070	74887	81326	86995
6	68238	74836	78869	85935	92117
7	73708	78660	82828	90549	97230
8	77221	82444	86794	95165	102349
9	80958	86265	90776	99776	107467
10	84703	92182	94736	107582	113915
Penultimate	88441				
Ultimate	92182				

c) The following salary grid represents the annual salary rate effective 2024 September 01.

Years of Experience	Category A	Category A1	Category A2	Category A3	Category A4
0	50688	54284	56688	60920	64903
1	53159	57509	60629	65286	69491
2	56542	61303	64741	69591	74071
3	59956	65246	68814	74077	78869
4	63609	69119	72916	78815	84129
5	66752	73024	76946	83562	89387
6	70115	76894	81038	88298	94650
7	75735	80823	85106	93039	99904
8	79345	84711	89181	97782	105164
9	83184	88637	93272	102520	110422
10	87032	94717	97341	110541	117048
Penultimate	90873				
Ultimate	94717				

d) The following salary grid represents the annual salary rate effective 2025 September 01.

Years of Experience	Category A	Category A1	Category A2	Category A3	Category A4
0	51955	55641	58105	62443	66526
1	54488	58947	62145	66918	71228
2	57956	62836	66360	71331	75923
3	61455	66877	70534	75929	80841
4	65199	70847	74739	80785	86232
5	68421	74850	78870	85651	91622
6	71868	78816	83064	90505	97016
7	77628	82844	87234	95365	102402
8	81329	86829	91411	100227	107793
9	85264	90853	95604	105083	113183
10	89208	97085	99775	113305	119974
Penultimate	93145				
Ultimate	97085				

Administrative Allowances

L8.02

- a) A Teacher in the role of Learning Co-ordinator shall receive, in addition to the regular grid salary [Article L8.01(a)] and post graduate degree allowance, if applicable, [Article L8.03(a)], an allowance as set forth below:

Effective September 1, 2022- August 31, 2026

Step 0	\$6,357
Step 1	\$7,063
Step 2	\$7,770

- b) Notwithstanding Article L8.02(a), any Teacher in the position of Learning Co-ordinator shall continue to receive the salary and allowance which the Teacher was receiving on 1998 September 01 unless the Teacher would be entitled to a higher amount under Article L8.02 (a), in which case Article L8.02(a) shall apply.

Post Graduate Degree Allowances

L8.03

- a) There will be a one (1) time payment to a Teacher not eligible for an allowance under the provisions of Articles L8.03(b) or L8.03(c) of five hundred dollars (\$500) for the successful completion of a Masters degree or Doctorate degree (from an accredited Canadian University or equivalent) payable on September 01 following receipt of proof of the successful completion of said degree for anyone

completing the degree on or after 1998 September 01 provided the degree was not taken in conjunction with preservice Teacher training or the degree or any credits used towards the completion of the degree have not been used for placement in a salary category.

Post Graduate Degree Allowances are as follows:

September 1, 2022 – August 31, 2026 \$637.00

- b) Any Teacher in receipt of an extra degree allowance prior to 1998 September 01 shall continue to receive said allowance.
- c) Any Teacher not eligible for an allowance under Article L8.03(b) but who completed a Masters degree or Doctorate degree (from an accredited Canadian University or equivalent) prior to 1998 September 01 shall receive an allowance in accordance with the terms of the relevant predecessor Board Agreement provided the degree was not taken in conjunction with preservice Teacher training or the degree or any credits used towards the completion of the degree have not been used for placement in a salary category.
- d) A list of Teachers eligible for an allowance under Articles L8.03(b) and L8.03(c) with the respective amount payable to each Teacher will be maintained by the Board.

Credit for Teaching Experience

L8.04 The following shall apply for the purpose of determining the annual salary appropriate to a Teacher's teaching experience:

- a) The initial placement at the appropriate grid step of the salary grid for all Teachers newly hired shall be in accordance with the definition of allowable teaching experience as described in Article L8.05(c) and (d). The effective date of this placement shall be as of September 01 in the school year in which the Teacher is hired.
- b) The determination of teaching experience for placement on the appropriate grid step of the salary grid prior to 1998 September 01 for Teachers employed by the Thames Valley District School Board or one (1) of the four (4) predecessor Boards shall be as it was determined under the applicable Collective Agreement of the predecessor Board.
- c) Effective September, 2003, the determination of teaching experience for placement on the appropriate grid step of the salary grid will be based on:

- i. the years of post-certification teaching in a publicly-supported elementary or secondary school, a Board recognized privately-supported school, college, university, technical institute, professional school, trade school, or other educational organization or institutions as of September 01 in any school year computed to the nearest one-tenth (0.1) of a year;
- ii. pre-certification teaching in an elementary or secondary school on a Letter of Permission;
- iii. post certification teaching experience obtained in a Board recognized organization or institution other than an elementary or secondary school shall be credited for salary purposes X two-thirds (2/3) subject to a maximum credit of 6.7 years of experience on the salary grid.

The onus shall be on the Teacher to provide documentation of previous teaching experience.

- d) Effective 2020 September 01, Teaching experience with the Board shall be recognized such that twenty (20) days of accumulated post-certification experience in Ontario shall equate to one-tenth (0.1) of a year of credit. All credited experience shall be maintained for subsequent teaching assignments.
- e) Teaching experience for salary purposes does not include night school teaching, summer school teaching, continuing education teaching or occasional teaching not included in (d) above.
- f) Teaching experience for less than a full-time assignment and/or less than a full school year including long-term occasional teaching experience shall be recognized as follows:
 - i. Teaching experience shall be applied for increment purposes in direct proportion to the amount of time worked, to the nearest one-tenth (0.1) of a year, in the preceding year.
 - ii. The onus shall be on the Teacher to provide verification of previous teaching experience.
 - iii. Teachers on a Pregnancy Leave, Parental Leave or Adoption Leave shall accumulate experience for salary purposes as if they had

continued to work during that period of the school year.

Annual Increments

L8.05

- a) The annual increment shall be granted, effective September 01 in accordance with the provisions of Article L8.06(c) for satisfactory teaching with the Thames Valley District School Board.
- b) Effective for time worked during the 1998-99 school year and thereafter, the increment shall be applied in direct proportion to the amount of time worked, to the nearest one-tenth (0.1) of a year, in the preceding year.

Examples:

<u>Time Worked</u>	<u>Increment</u>
Full-Time - 100%	100%
Part-Time - 70%	70%
Part-Time - 55%	60%
Part-Time - 32%	30%

- c) An increment shall be granted up to the maximum of the appropriate Category except for Teachers in Category A who shall not move beyond the penultimate step of Category A except as outlined in Article L8.06(e).
- d) A Teacher in Category A shall move to the Ultimate step of Category A only by:
 - i. completion of five (5) acceptable courses at least four (4) of which must have been completed since 1990 01 01 if that Teacher was placed in Level 3 on 1990 01 01 in accordance with the then existing Agreement;
 - ii. completion of seven (7) acceptable courses at least five (5) of which must have been completed since 1990 01 01 if that Teacher was placed in Level 2 on 1990 01 01 in accordance with the then existing Agreement;
 - iii. completion of nine (9) acceptable courses at least six (6) of which must have been completed since 1990 01 01 if that Teacher was placed in Level 1 on 1990 01 01 in accordance with the then existing Agreement.

Method of Payment

L8.06

- a) Annual salaries shall be paid bi-weekly subject to the provisions of Articles L8.06(b) to L8.06(d) inclusive. Teachers can view their pay schedule in the Employee Portal.
- b) Annual salaries for Teachers teaching an entire school year shall be paid in twenty-six (26) instalments, which is the norm, all of which shall be one twenty-sixth (1/ 26th) of the annual salary. Teachers teaching less than an entire school year will have adjustments made to their salary instalments such that they receive pro rata salary based on the percent of the school year for which salary is earned. There may be years where a Teacher's salary will be in twenty-seven (27) instalments all of which will be one twenty-seventh (1/27) of the annual salary according to the schedule in L8.06(a).
- c) Salary instalments shall be payable on Fridays except where the pay date falls on a statutory holiday, in which case the pay date will be the last banking day preceding that statutory holiday.
- d) Notwithstanding the provisions of Article L8.06(b) any Teacher who retires, resigns or commences a Pregnancy Leave during the period June 30 to August 31 shall have the annual salary to which the Teacher is entitled for the previous school year paid in full. This will occur on the pay date following the date of retirement, resignation or commencement of the leave, as the case may be, provided sufficient notice is received by the Payroll Department to effect such a payment.
- e) Teachers shall be notified by the Superintendent of Human Resources or designate at the time of hiring that they cannot commence employment nor receive any salary unless the Teacher's Certificates of Registration and Qualification from the Ontario College of Teachers have been submitted to the Board.
- f) The payment shall be deposited electronically at the financial institution of the Teacher's choice and payment information shall be maintained in the Employee Portal which can be printed by the Teacher.
- g) The Teacher may change the financial institution referred to in Article L8.06(f) no more than once a year by providing the Board with notice in writing at least thirty (30) days in advance of the effective date of change.

Recovery of overpayments/underpayment

L8.07

- a) A Teacher shall only be required to reconcile an overpayment for the twelve (12) month period prior to an error being discovered.

- b) The Board shall only be required to reconcile an underpayment for the twelve (12) month period prior to an error being discovered.
- c) Any overpayment reconciliation plan shall be with the mutual agreement of the Union and the Teacher. Any underpayment shall be made on the next possible pay date or in a manner mutually agreeable to the Union and the Teacher.

ARTICLE L9.00 – TEACHER-IN-CHARGE

- L9.01 The staff at the school in which a Teacher-In-Charge role has been assumed, will be informed as to which Teacher has assumed the role for each day the administration is absent.
- L9.02 A Teacher may assume the role of Teacher-In-Charge for a Principal or Vice-Principal who is absent from the school.
- L9.03 The Teacher-In-Charge role shall be assigned by the appropriate supervisor to a Teacher in the school who has volunteered for such an assignment.
- L9.04 A Teacher-In-Charge shall be provided with a written outline of the duties and responsibilities of the role. It is understood that a Teacher-In-Charge shall not assume responsibilities associated with the evaluation and supervision of Teachers.
- L9.05 Where a Teacher-In-Charge is appointed to replace a Principal or Vice-Principal, such appointment shall not exceed ten (10) consecutive instructional days.
- L9.06 A Teacher-In-Charge who is assigned that role for at least one-half (½) day or more shall be compensated by a per diem responsibility allowance at an amount as noted below, in addition to the Teacher's current salary. These amounts will be paid twice per school year. The time spent as a Teacher-In-Charge may accumulate to half day or full day periods and be paid at the per diem rate as noted below.

Allowance paid for Teacher- in-Charge half day (0.5)

September 1, 2022 to August 31, 2026	\$11.86
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Allowance paid for Teacher-In-Charge full day (1.0)

September 1, 2022 to August 31, 2026	\$23.72
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- L9.07 A Teacher-In-Charge shall continue to be subject to all terms and conditions of the Agreement.
- L9.08 Nothing in this article prevents a Teacher-In-Charge from resuming teaching duties subject to forty-eight (48) hours written notice by the Teacher-In-Charge to the

appropriate supervisor or at a time to which the Teacher-In-Charge and the appropriate supervisor mutually agree.

BENEFIT PLANS - REFER TO C.5.00 BENEFITS

ARTICLE L10.00 - SICK LEAVE

Sick Leave With Full Salary

L10.01 A Teacher, where required, shall provide to the Board evidence of illness reasonably satisfactory to the Employer stating the dates of absence. Any costs of a medical certificate shall be borne by the Board.

A Teacher absent for more than ten (10) consecutive days or longer will be required to submit a Medical Certificate of Disability to the Abilities & Wellness Specialist within a time-frame specified for continuation of sick benefit usage.

The Teacher may be required to undergo a medical examination by a physician selected by the Board. Should the Board deem this necessary, the costs of the medical examination shall be borne by the Board.

L10.02 The Board shall maintain a record of each Teacher's credited and accumulated sick leave and shall maintain the record in the Employee Portal which can be printed by the Teacher. In addition, upon written request by the Teacher, the Board shall provide to the Teacher a written copy of the credited and accumulated sick leave record maintained in the Teacher's Employee Portal.

L10.03 Absences permissible and chargeable under the Sick Leave Plan shall be for personal illness, personal injury, clinical tests, hospitalization for medical observation or treatment, emergency dental appointments, or any other such absence for health reasons certified by a physician or a licentiate of dental surgery.

L10.04

- a) Care Days – A Teacher may be granted up to five (5) days leave per school year with no deduction of sick leave credit(s) where it is necessary for the Teacher to care for a child, parent or partner, or a family member for which the Teacher is the legal guardian of personal care. This includes paternity leave and adoption.
- b) Act of Nature – A Teacher who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) school days leave per school year. A Teacher may apply in writing to the Superintendent of Human Resources or designate for an increase in the maximum allowable days under this section. It is understood and agreed that a "local act of nature" is an act of

nature that occurs within the geographic area between the Teacher's home address and the school or worksite of said Teacher and is occurring at the time the Teacher is expected to be travelling to the worksite.

It is understood as agreed to under the Central agreement Letter of Agreement #1 that the combined maximum number of days for care days and act of nature days is five (5) days per school year. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year to year.

c) Workplace Safety Insurance Benefits (WSIB) Top Up Benefits -

Teachers are entitled to receive WSIB top-up up to a maximum of four (4) years and six (6) months without deduction from sick leave.

(See also Central Article [C6.00](#) for Sick Leave, See also Central Letter #1 for Sick Leave)

ARTICLE L11.00 - PREGNANCY LEAVE

Pregnancy Leaves shall be granted in accordance with the provisions of Sections 46 through 47 of *The Employment Standards Act, R.S.O. 2000*, as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in detail by the statute. Specific questions relating to any of these areas should be referred to the Superintendent of Human Resources or designate.

- L11.01 The Board shall grant to a pregnant Teacher, who has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Teacher requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than the expected date of birth. (For mutually agreed to extensions of related leaves see Article [L12.16](#).)
- L11.02 Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Superintendent of Human Resources or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- L11.03 The written request for a Pregnancy Leave shall contain:
- a) the start date of the Pregnancy Leave, and
 - b) the end date of the Pregnancy Leave; and
 - c) The date or expected date of birth of the child
- L11.04 The Board may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.

L11.05 A Pregnancy Leave shall be without salary or allowances.

L11.06

- a) The Employer shall provide for permanent and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act* during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP. [Proof of declined E.I. Benefits will need to be submitted to Human Resources.]
- c) The Teacher must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- d) 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, Spring Break and Winter breaks etc.). Payment shall be made to the teacher in accordance with the Board's payroll procedure.
- e) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- f) If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

L11.07 The duration of the plan referred to in Article L11.06 shall coincide with the term of the Agreement.

For the purpose of Article L11.06, a Teacher's weekly earnings are 5/194 of the Teacher's annual salary.

L11.08 The Board shall continue to pay its normal share of premiums for such benefits under Article C5.00 as the Teacher is currently enrolled in, for that part of the statutory seventeen (17) week Pregnancy Leave taken by the Teacher.

L11.09 Except for the Long Term Disability Plan specified in Article L10, the Teacher may opt not to continue benefits during the leave period by providing written notice to the

Superintendent of Human Resources or designate that the Teacher does not intend to pay her share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

L11.10 Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Pregnancy Leave:

- a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks' written notice before the earlier start date; or
- b) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Teacher provides the Superintendent of Human Resources or designate with written notice and medical certification within two (2) weeks after the employee starts the leave; or
- c) to a later date if the Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks' written notice before the date the leave was to begin.

L11.11 A Teacher may alter the requested termination of a Pregnancy Leave:

- a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks' written notice before the earlier termination date; or
- b) to a later date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks' written notice before the leave was to end and the later date does not contravene the provisions of The Employment Standards Act.

L11.12 A Teacher returning from a Pregnancy Leave shall return to the position most recently held unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles L23, L24 and L25 - Surplus Declaration, Layoff and Recall, and Transfer (Placement L25.34 - L25.56) - shall apply.

(See also Central Article C10.2 for Pregnancy Leave)

ARTICLE L12.00 - PARENTAL LEAVE

Parental Leaves shall be granted in accordance with the provisions of Sections 48 through 49 of *The Employment Standards Act, R.S.O. 2000* as amended.

- L12.01 The Board shall grant to a Teacher who becomes a parent, provided said Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental Leave.
- L12.02 A parent who requests a Parental Leave of up to sixty-one (61) weeks must commence that leave on the date following the conclusion of their Pregnancy Leave.
- L12.03 The other parent requesting a Parental Leave may commence that leave anytime within the seventy-eight (78) week period following the actual date of birth. The request may be for up to sixty-one (61) weeks if a Pregnancy Leave has been taken and for up to sixty-three (63) weeks if a Pregnancy Leave has not been taken. The term “other parent” includes the natural parent, parent through surrogate pregnancy, or a person who is in a relationship of some permanence with the birth parent of the child who intends to treat the child as their own.
- L12.04 Requests for Parental Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Superintendent of Human Resources or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- L12.05 The written request for a Parental Leave shall contain:
- a) the commencement date of the Parental Leave,
 - b) the termination date of the Parental Leave; and
 - c) the date or expected date of birth of the child.
- L12.06A Parental Leave shall be without salary or allowances.
- L12.07 Notwithstanding Article L12.06, the Board shall provide for a Teacher on Parental Leave a Supplementary Employment Benefit (SEB) Plan approved by Human Resources Development Canada. The plan will pay an amount equal to one hundred (100) percent of the Teacher’s salary for the two (2) week waiting period prior or post to the commencement of the Employment Insurance Parental Leave Benefits. The supplementary payment from the Board will be payable to the Teacher only for those days during the two week waiting period which fall on regular school days (maximum ten (10) days). The Teacher must provide proof from E.I. that an unpaid waiting period has been served.
- No sick leave credits shall be deducted as a result of payments made in L12.07
- L12.08 The duration of the plan referred to in Article L12.07 shall coincide with the term of the Agreement.

For the purpose of Article L12.07, a Teacher's weekly earnings are 5/194 of the Teacher's annual salary.

- L12.09 The Board shall continue to pay its normal share of the premiums for such benefits under Article C.5.00 as the Teacher is currently enrolled in, for that part of the statutory Parental Leave taken by the Teacher.
- L12.10 Except for the Long Term Disability Plan specified in Article C5.00, Teachers may opt not to continue benefits during the leave period by providing written notice to the Superintendent of Human Resources, or designate that they do not intend to pay their share of contributions. Upon returning to work the Teacher's benefits will be reinstated.
- L12.11 The Cumulative Sick Leave Plan shall not apply during the Parental Leave nor shall the current sick leave allowance nor any fraction thereof. Benefits accrued to the commencement of the Parental Leave shall be reinstated at the agreed upon termination of the Parental Leave if the Teacher returns to work.
- L12.12 Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Parental Leave:
- a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the earlier start date; or
 - b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date of delivery and the Teacher provides the Superintendent of Human Resources or designate with written notification within two (2) weeks after the employee starts the leave; or
 - c) to a later date if the Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the date the leave was to begin.
- L12.13 A Teacher may alter the requested termination date of a Parental Leave:
- a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*; or
 - b) to a later date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the leave was to

end and the later date does not contravene the provisions of *The Employment Standards Act*.

- L12.14 A Teacher returning from a Parental Leave shall return to the position most recently held unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles L14, L23, L24 and L25 –Leaves of Absence, Surplus Declaration, Layoff and Recall, and Transfer (Placement L25.34 - L25.56) - shall apply.
- L12.15 Extended Leaves may be requested in writing by parents who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory Parental Leave period and may be granted by the Superintendent of Human Resources or designate on the basis of the mutual consent of the employee and employer but shall not exceed one (1) year unless such extensions would allow the leave to conclude on the day prior to the start of the next term or semester.
- L12.16 Teachers who extend a leave under Article L12.14 beyond the statutory limits for Pregnancy/Parental leaves may maintain the level of benefit coverage that was established during the statutory leave period (subject to Article [C5.00](#)) at their own expense for the duration of the Extended Leave. The Teacher may opt not to continue to pay their benefits during the Extended Leave period by providing written notice to the Superintendent of Human Resources or designate. Upon returning to work the Teacher's benefits will be reinstated.

It is recognized and understood that in accordance with the changes made to *the Employment Standards Act, R.S.O. 1990*, the changes set forth in Articles L12.01, L12.02, L12.03, L12.09 and L12.15 only apply to situations in which the birth occurred or the child came into care and custody of the parent on or after 2000 December 31.

ARTICLE L13.00 - ADOPTION LEAVE

Adoption Leaves shall be granted in accordance with the provisions of Sections 48 through 49 of *The Employment Standards Act, R.S.O. 2000*, as amended.

- L13.01 The Board shall grant to a Teacher who becomes a parent, provided said Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, an Adoption Leave of sixty-one (61) weeks or such shorter leave as the Teacher requests. The leave may commence anytime within the seventy-eight (78) week period following the child coming into the custody, care and control of a parent for the first time. The term "parent" includes a person with whom the child is placed for adoption or a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child as their own.

L13.02 Requests for Adoption Leave shall be made in writing on the Application for Adoption Leave Form and submitted to the Superintendent of Human Resources or designate as far in advance as possible but in no case later than two (2) weeks before the requested start date of the leave.

L13.03 The written request for an Adoption Leave shall contain:

- a) the commencement date of the Adoption Leave;
- b) the termination date of the Adoption Leave;
- c) the date or expected date of the child coming into the custody, care and control of the parent for the first time.

L13.04 An Adoption Leave shall be without salary or allowances.

L13.05 Notwithstanding Article L13.04 the Board shall provide for a Teacher on Adoption Leave a Supplementary Employment Benefit (SEB) Plan approved by Human Resources Development Canada. The plan will pay an amount equal to one hundred (100) percent of the Teacher's salary for the two (2) week waiting period prior or post to the commencement of the Employment Insurance Adoption Leave Benefits. The supplementary payment from the Board will be payable to the Teacher only for those days during the two week waiting period which fall on regular school days (maximum ten (10) days). The Teacher must provide proof from E.I. that an unpaid waiting period has been served.

No sick leave credits shall be deducted as a result of payments made in Article L13.05.

L13.06 The duration of the plan referred to in Article L13.05 shall coincide with the term of the Agreement.

For the purpose of Article L13.05, a Teacher's weekly earnings are 5/194 of the Teacher's annual salary.

L13.07 The Board shall continue to pay its normal share of the premiums for such benefits under [Article C5.00](#) as the Teacher is currently enrolled in, for that part of the statutory Parental Leave taken by the Teacher.

L13.08 Except for the Long Term Disability Plan specified in [Article C.5.00](#), Teachers may opt not to continue benefits during the leave period by providing written notice to the Superintendent of Human Resources, or designate that they do not intend to pay their share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

- L13.09 The Cumulative Sick Leave Plan shall not apply during the Adoption Leave nor shall the current sick leave allowance nor any fraction thereof. Benefits accrued to the commencement of the Adoption Leave shall be reinstated at the agreed upon termination of the Adoption Leave if the Teacher returns to work.
- L13.10 Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of an Adoption Leave:
- a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks' written notice before the earlier start date; or
 - b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date and the Teacher provides the Superintendent of Human Resources or designate with written notification within two (2) weeks after the employee starts the leave; or
 - c) to a later date if the Teacher gives the Superintendent of Human Resources, or designate at least two (2) weeks' written notice before the date the leave was to begin.
- L13.11 A Teacher may alter the requested termination date of an Adoption Leave:
- a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the earlier termination date; or
 - b) to a later date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.
- L13.12 A Teacher returning from an Adoption Leave shall return to the position most recently held, unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles L23, L24 and L25 - Surplus Declaration, Layoff and Recall, and Transfer (Placement L25.34 - L25.56) - shall apply.
- L13.13 Extended Leaves may be requested in writing by parents who are on or will be on an Adoption Leave. These are leaves that continue beyond the statutory Adoption Leave period and may be granted by the Superintendent of Human Resources or designate on the basis of the mutual consent of the employee and employer but shall not exceed one (1) year unless such extension would allow the leave to conclude on the day prior to the start of the next term or semester.

- L13.14 Teachers who extend a leave under Article L13.13 beyond the statutory limit for Adoption Leave may maintain the level of benefit coverage that was established during the statutory leave period (subject to [Article C5.00](#)) at their own expense for the duration of the Extended Leave. The Teacher may opt not to continue to pay their benefits during the Extended Leave period by providing written notice to the Superintendent of Human Resources or designate. Upon returning to work the Teacher's benefits will be reinstated.

It is recognized and understood that in accordance with the changes made to the Employment Standards Act, R.S.O. 1990, the changes set forth in Articles L13.01, L13.07 and L13.13 only apply to situations in which the birth occurred or the child came into care and custody of the parent on or after 2000 December 31.

ARTICLE L14.00 - LEAVES OF ABSENCE

Leave of Absence With Full Salary

- L14.01 Special leave without a deduction from salary and without loss of sick leave credits shall be available to Teachers for the circumstances and under the conditions outlined hereunder. Leaves under Articles L14.03 to L14.11 require advance approval of the Principal or Supervisor, unless otherwise indicated.
- L14.02 Notwithstanding Articles L14.01 to L14.11 it shall be the prerogative of the Principal to excuse a Teacher from school for up to two (2) hours for reasons acceptable to the Principal. In such cases, the Teacher shall make adequate and acceptable arrangements as approved by the Principal for the care and instruction of the Teacher's classes.
- Such requests must be submitted to the Principal of the school at least three (3) days prior to the absence whenever possible.
- L14.03 JURY DUTY - When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Teacher is not a party or one of the persons charged, the Teacher must refund to the Board all monies received as a juror or witness exclusive of traveling allowances and living expenses. The court summons or subpoena must be submitted by the Teacher to the Superintendent of Human Resources or designate for approval.
- L14.04 BEREAVEMENT - Up to three (3) days will be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include parent, sibling, spouse or partner, child, parent-in-law, child-in law, sibling-in-law, legal guardian, grandchild, grandparent, step-parent, step-child, step-grandparent, or person who has acted in a parental capacity in lieu of the natural parent.

Notwithstanding the above, the leave may be extended by a maximum of two (2) days due to exceptional circumstances subject to the approval of the Superintendent of Human Resources or designate.

- L14.05 EXAMINATION - Up to one (1) day per school year shall be available to permit a Teacher to write examinations leading to the advancement of the Teacher's academic or teaching qualifications. This leave shall be for the period of the examination only plus any required travel time to the place of the examination.
- L14.06 GRADUATION - Up to one (1) day per school year shall be available for the Teacher to attend the Teacher's own graduation ceremonies and/or the convocation of a child, spouse or partner.
- L14.07 CURRICULUM - Leave shall be granted to a Teacher to participate on curriculum committees sponsored by the Ministry of Education and Training and endorsed by the Superintendent of Human Resources, or designate.
- L14.08 QUARANTINE - Leave shall be granted when a Teacher is absent from duty in any case where because of exposure to a communicable disease, the Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Teacher's duties.
- L14.09 COMPASSIONATE - One (1) day per school year shall be granted for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in Article L14.04. If more than one day per school year is required, a special request may be granted by the Superintendent of Human Resources or designate.
- L14.10 A Teacher who is delayed by local weather and/or road conditions but arrives at school as soon as possible during the regular school hours of that day will not have a salary deduction made. It is the Teacher's responsibility to notify the Principal, Supervisor or designate of the situation as soon as possible. "Local" means within the geographic area between the Teacher's home address and the school or worksite of said Teacher.
- L14.11 A Teacher shall be entitled to leave for religious holidays in accordance with Board procedures.

Leave of Absence With Occasional Teacher Cost Deduction

- L14.12 Deduction of Occasional Teacher costs from a Teacher's salary will occur under the following circumstances. If an Occasional Teacher was not employed to replace the absent Teacher, the deduction will be credited to the central account. Leaves under Articles L14.13 and :14.14 require advanced approval of the Principal. Where

possible, requests must be submitted to the Principal of the school at least three (3) days prior to the absence.

L14.13 A one-half (0.5) day or one (1) day leave per school year may be granted to attend the Teacher's own wedding or the wedding of their child or to attend to the Teacher's personal business. This day may not be used as vacation time.

L14.14 Leave with deduction of Occasional Teacher costs, but with no loss of sick leave credits for the total period of absence, shall be available to Teachers under the terms outlined hereunder.

- a) To attend a provincial, national or international competition as either an official, coach or competitor where the Board determines that it is a significant event, such as the Olympic Games.
- b) One competition per school year.
- c) Approval of the Superintendent of Human Resources or designate.

Short Term Leave of Absence With Deduction of Full Salary

L14.15.1 A special leave of absence of up to ten (10) days in any one (1) school year with deduction of full salary for exceptional circumstances may be granted by the Superintendent of Human Resources or designate. A copy of the request must have been submitted to the Principal prior to being sent to the Superintendent of Human Resources or designate. The special leave of absence may not be used to extend a vacation period. In light of the end of the year demands within a school, whenever possible, the Teacher should avoid making requests that impact the end of the school year.

L14.15.2 A personal leave of absence with deduction of full salary will be granted by the Superintendent of Human Resources or designate. Up to five (5) of the days identified in L14.15.1 will be made accessible for a personal leave of absence. The request must be copied to the Principal and forwarded by e-mail to Human Resources at least three (3) weeks prior to the leave start date.

It is understood that the teacher taking this leave shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to the completion of progress reports and report cards.

Request for this leave of absence will not include the first week and the last week of the school year, the week before and/or after March Break, PA days, and the weeks during the administering of EQAO testing.

Requests for this type of leave will not be denied provided that, if necessary, there are expected to be enough available Occasional Teachers to cover for the absent teacher, and subject to reasonable system and school requirements.

The first (1) day of L14.15.1 or L14.15.2 will be granted as a Leave of Absence with Occasional Teacher Cost.

Long Term Leave of Absence Without Pay

L14.16 A leave of absence for one (1) year to commence September 01 may be granted by the Superintendent of Human Resources or designate, upon written request of a Teacher subject to the following provisions:

- a) The request must be received by March 15 of the year in which the leave is to begin.
- b) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- c) The Teacher on leave under this Article may request an extension of the leave by March 15 of the first year of leave for a maximum of one (1) additional year.
- d) On return from leave of one (1) school year, a Teacher will be assigned to a position for which they are qualified in the school where the Teacher last taught or, if due to declining or changing enrolment patterns said position no longer exists, the Teacher will be governed by the appropriate terms of the current Agreement.

L14.17 A leave of absence for less than one (1) year but greater than ten (10) days may be granted by the Superintendent of Human Resources or designate for exceptional circumstances upon the written request of a Teacher subject to the following provisions:

- a) The request will not be used to extend a vacation period.
- b) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- c) The request must be received far enough in advance to allow for the hiring of a qualified Occasional Teacher.

(See also Central [Article C10.00](#) for Statutory Leaves of Absence)

ARTICLE L15.00 – DEFERRED SALARY LEAVE PLAN

Transition Provision

L15.01 The following provisions shall apply for any Teacher who qualifies to participate in a Deferred Salary Leave Plan.

Qualifications

L15.02 Any Teacher having three (3) years' service with the Board as an ETFO member, prior to making the leave request is eligible to participate in the Plan.

Application

L15.03

- a) A Teacher must make written application to the Superintendent of Human Resources or designate on or before March 15 requesting permission to participate in the Plan.
- b) Written acceptance, or denial, of the Teacher's request with explanation, will be forwarded to the Teacher by May 1 in the school year the original request is made.
- c) Approval of the individual requests to participate in the Plan shall rest solely with the Superintendent of Human Resources or designate.
- d) All Teachers wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted. (See Appendix "A").
- e) The Board assumes no responsibility for any consequences arising out of the Plan related to effects on the Teachers' Pension Plan provisions, income tax arrangement, Employment Insurance, and the Canada Pension Plan. All financial or legal liabilities arising from this Plan shall be borne by the Teacher.

Payment Formula and Leave of Absence

L15.04 The payment of salary, fringe benefits, and the timing of the leave of absence shall be as follows:

- a)
 - i. In each year of the Plan, preceding the year of the leave, a participating Teacher will be paid a reduced percentage of the Teacher's proper grid salary and the applicable allowances. The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest

earned shall be retained for the Teacher by the Board to finance the year of leave.

- ii. Payroll deductions will be deposited in a separate daily interest account held in trust at the Board's financial institution. The calculation of interest under the terms of this Plan shall be done monthly (not in advance).
 - iii. A participating Teacher is allowed once each school year, in the two (2) week period between February 1 and February 15, to indicate their desire to transfer a specific amount which has accumulated in the daily interest account to a Guaranteed Investment Certificate. The Board will then arrange for the transfer of said funds by March 1. It is understood that some funds are to remain in the daily interest account.
 - iv. The Board shall provide a letter at the commencement of the leave period, indicating the total salary to be paid during the leave.
- b) During the years that the individual Teacher is participating in the deferred salary leave Plan, all Teacher Benefit Plans, subject to continuing eligibility under the master contract, shall be maintained at a level as if the Teacher was being paid at one hundred percent (100%) of the Teacher's salary.

Teachers participating in the Plan shall receive full fringe benefits during the non-leave years according to the Agreement in effect during each year of participation in the deferred salary leave plan.

Premium costs during the period of the leave will be paid in full by the Teacher, subject to continuing eligibility by the Teacher under the master contract. During the period of the leave the Board shall deduct from each pay an amount equivalent to the total premium costs paid on the Teacher's behalf.

- c) The Teacher must indicate at the time of applying for participation in the deferred salary leave plan, which version of the Plan they wish to participate in.
- d) No Teacher will be permitted to take the leave of absence until it has been fully funded by payroll deduction.
- e) All individual Teacher contributions to the Plan shall commence with the first pay of the school year following acceptance of the Teacher's application.
- f) During the period of time that the Teacher is on leave under the provisions of Article L15.01 payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest in the

individual's account as at the end of December of the third (3rd) year of participation in the Plan will be divided by the number of pays remaining until August 31 to arrive at the regular amount stipulated in Article L8.06 of the Agreement. After the last pay in August, any additional accumulated interest will be payable to the Teacher.

- g) During the year the Teacher is on leave, under the provisions of), Article L15.01 payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest, in the individual's account as at the end of June will be divided by twenty-six (26) to arrive at the regular payment as stipulated in Article L8.06 of the Agreement. At the end of the year's leave of absence, any additional accumulated interest will be payable to the Teacher.

Description

L15.05 The deferred salary leave plan allows a Teacher to teach:

- a) two point four (2.4) years over a three (3) year period with a January to June leave of absence in the third (3rd) year of participation in the Plan;
- b) four (4) years over a five (5) year period with a one (1) school year leave of absence in the fifth (5th) year of participation in the Plan;

by accepting eighty percent (80%) of the salary that the Teacher would have received if the Teacher had not been enrolled in the Plan.

NOTE: Revenue Canada Regulations stipulate that a Teacher must return to employment with the Board after the leave period for a period of time that is not less than the leave period. Thus, Revenue Canada will not permit a Teacher to take this type of leave immediately prior to retirement.

Terms of Reference

L15.06

- a) Position on Completion of Leave

On return from the leave, a Teacher shall return to the position most recently held (including any position of responsibility), except in the case of:

- i. an accepted promotion;
- ii. a requested and accepted transfer;
- iii. a requested and accepted exchange;

- iv. the elimination of the position held when the leave was granted. The assessment of this position is to be made on the basis of the staffing as it would have occurred had the Teacher remained in the school rather than taking the leave of absence. In the event that the position no longer exists, the Teacher who would otherwise have been declared surplus or redundant to the system will be governed by the provisions of Articles L23, L24 and L25 - Surplus Declaration, Layoff and Recall, and Placement and Transfer.

b) Experience, Sick Leave and Pension

- (i) Time spent on a leave shall count for seniority purposes but shall not count as teaching experience for salary purposes.
- (ii) The taking of a leave under this Plan shall not be considered as an interruption in service.
- (iii) Sick leave credits shall not accumulate during the time spent on leave.
- (iv) Pension deductions are to continue during the leave as provided for by the Teachers' Pension Plan Act**

** NOTE: The Act obliges the Board to deduct pension contributions for each year of the Teacher's participation in the Plan on the full salary that the Teacher would have earned had the Teacher not participated in the Plan.

- c) Teachers declared redundant must withdraw from the Plan. In such case, the Teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.

d)

- i. A Teacher may withdraw from the Plan any time prior to March 1st of the school year prior to the school year in which the leave is to be taken. Any exceptions to the aforesaid shall be by mutual consent of the individual and the Board administration. Repayment shall be as per L16.06 (c) provided that the Teacher pays to the Board an administrative fee of one hundred dollars (\$100.00), in advance, to cover the cost of withdrawing from the Plan.
- ii. In the event that a suitable replacement cannot be hired for a Teacher who has been granted a leave and if the Teacher has been so notified by April 15th of the school year prior to the school year in which the leave is to commence, the Board may defer the year of the leave. In this instance, a Teacher may choose

to remain in the Plan or withdraw from the Plan and receive repayment within sixty (60) days of withdrawal without the payment of an administrative fee.

- L15.07 Should the Teacher die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the Teacher's beneficiary.

ARTICLE L16.00 - WORKING CONDITIONS

Teacher Participation on Board Committee

- L16.01 All Board level committees with Elementary Teacher participation shall have the representatives selected by the Union.

School Year

L16.02

- a) The school year shall be determined in accordance with the Act and Regulations. Union input shall be requested prior to finalization of the school year calendar. The school year shall not exceed 194 school days which includes professional activity days. No Teacher shall be required to work before the start of the student's school year except in the case of a school year where the number of Teacher's days required by the Act and Regulations plus the number of P.A. Days established by the statutory maximum cannot be accommodated within the normal student's school year.
- b) Teachers may choose to attend Professional Development offered in the summer on a voluntary basis.

Instructional Time

- L16.03 Effective September 1, 2005, the instructional day shall be no more than three hundred (300) minutes. The instructional day shall be deemed to commence with the start of opening exercises or the start of instruction, whichever comes first, and to end with the students' dismissal from school for the day exclusive of lunch/nutrition breaks and recess break(s).

Preparation Time

- L16.04 Preparation time shall be used for professional activities, as determined by the teacher, and shall be assigned only during the instructional day as defined in Article L16.03.

The Board shall ensure the following:

- i. Effective September 1, 2012, each teacher shall be assigned a minimum of 240 minutes of preparation time per cycle of five (5) instructional days or 288 minutes per cycle of six (6) instructional days.

It is understood that preparation time shall be free from supervisory, teaching or other assigned duties within the instructional day as defined in Article L16.03

- a) Teachers on part-time assignment shall have their preparation time pro-rated.
- b) Professional Activity Days shall not be considered instructional days for the purpose or scheduling preparation time.
- c) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.
- d) 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.
- e) Missed preparation time shall be rescheduled where a teacher is required by the Principal to provide instruction during their scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur within twenty (20) instructional days and in any event within the same school year.
- f) Notwithstanding (e), preparation time may be rescheduled in the case of an emergency or when a teacher is required to fill in for another teacher whose absence was not foreseen by the Principal. In such cases, the teacher shall be entitled to have such time made up as soon as administratively feasible.
- g) It is understood that preparation time will be scheduled at a minimum of 20 consecutive minutes, with the objective of scheduling blocks of 30 consecutive minutes, or more, where feasible.
- h) Notwithstanding the foregoing, existing provisions or practices respecting preparation time which provide superior benefits to the provisions set out above shall be maintained at each school.

Lunch Break

L16.05 Each Teacher shall be entitled to a scheduled interval between classes for the lunch break of not less than forty (40) consecutive minutes. A minimum of forty (40) consecutive minutes of the scheduled lunch break will be free of supervision, teaching or other duties. Any exception to this provision will be referred to the Labour Management Committee for resolution.

Supervision

L16.06

- a) The Board shall implement the following provisions respecting supervision schedules:
- b) Effective on the date of ratification, the maxima of supervision minutes for elementary teachers will be 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.
- c) Supervision time shall be defined as the time a teacher is assigned to supervise students outside the 300 minute instructional day as defined in Article L16.03. Unless assigned, teachers shall not be required to perform supervisory duties outside of the instructional day as defined in L16.03.
- d) 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 or the start of instruction in the morning, before the commencement of classes following the lunch interval, and after the end of the instructional day as defined in Article L16.03
- e) Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.
- f) Supervision shall be assigned by the Principal on as equitable a basis as possible. The Principal will review the supervision schedule with the In-School Staffing Committee as per Article L22.19 (d).

Staff Meetings

L16.07 Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held *normally* no more than once per month, on average *during the school year*. 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. The Principal shall consider adding items submitted by teachers to the agenda for discussion.

Extracurricular Activities

- L16.08 The Parties recognize the value of extracurricular activities. Extracurricular activities are voluntary.

Time for Traveling and Traveling Expenses

- L16.09 A Teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between locations.
- L16.10 Travel time shall be exclusive of preparation time and when it occurs during the lunch period it shall be exclusive of the forty (40) minute lunch period.
- L16.11 A traveling allowance shall be paid to an Itinerant Teacher, Learning Coordinator or Special Assignment Teacher who is required by the Board to travel between schools or worksites in the performance of the normally assigned duties.
- L16.12 The traveling allowance shall be calculated at the rate established in accordance with Board policy/procedure.

Administrative Absence

- L16.13 The Board shall allocate the costs for Occasional Teachers replacing a non-Union member, with assigned teaching duties, to non-classroom instructional areas of the funding model.
- L16.14 A Teacher newly hired by the Board shall commit to remain at the school to which that Teacher is assigned for a minimum of two (2) years unless the Teacher is surplus or receives an increase in time at another school or receives a promotion or the Teacher and Principal mutually agree to waive this commitment.

Occasional Teacher Coverage

- L16.15
- a)
- i. All absences must be entered by the Teacher in the Thames Valley Absence Reporting and Replacement Information system, (TVARRIS), as soon as the absence is known to the Teacher.

- ii. The Teacher shall be required to notify their Principal of such absences only when TVARRIS is inoperative.
- iii. When absences occur during school hours, the Teacher must notify their Administrator or the office staff in the absence of the Administrator. Wherever possible, the Teacher is also asked to enter their absence into TVARRIS.

b)

- i. Principal or Vice Principal will review vacancy/vacancies and determine a plan to reassign coverage to reduce the impact of changes on all staff and students.
- ii. Teachers who are required to use their preparation time to cover unfilled vacancies are to be paid back the preparation time.
- iii. Unless agreed to otherwise, Teachers are to be given two (2) day's notice as to when the payback will occur.
- iv. In consultation with the classroom Teacher, a plan will be created to determine how preparation payback will occur and suggested subject areas to be covered.
- v. Teachers are not required to plan for their preparation time payback.

Report Cards

L16.16

- a) No teacher shall be required to complete more than the minimum number of report cards mandated by the Ministry of Education.
- b) Principals shall post deadlines associated with the preparation and submission of completed report cards, in September of the current school year. Should a Teacher be accessing illness leave provisions nearing or on the date of a report card deadline, it shall be the responsibility of the Teacher to provide all assessment data and supporting materials to their Principal and/or Occasional Teacher for the completion of report cards as soon as possible.
- c) Two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one prior to the first reporting period and one prior to the second reporting period. No more than two Professional Days shall be designated in the new Collective Agreements for the purpose of assessment and completion of report cards at the elementary level.

For these professional Activity Days designated for assessment, evaluation and report card writing Teachers will have the option to work remotely.

Classroom Changes

- L16.17 Teachers who are required to move within the school site or to another school, will be provided coverage by an Occasional Teacher, for the transition (e.g. packing,

unpacking, classroom set up, etc.). Teachers are entitled to up to two (2) days for this purpose subject to the approval of the Superintendent of Human Resources. Barring exceptional circumstances, every effort will be made to notify teachers of required moves no later than two weeks prior to the end of the school year. After notification of the required move, teachers will indicate to the Principal in writing the amount of time that will be requested for the move.

ARTICLE L17.00 - MEDICAL PROCEDURES - PUPILS

- L17.01 The Board shall not require any Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Teacher to the risk of injury or liability for negligence.
- L17.02 It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE L18.00 - OCCUPATIONAL HEALTH AND SAFETY

- L18.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.

The Board, the Union and its members shall comply with the provisions of the *Occupational Health and Safety Act* and Regulations, as it may be amended from time to time.

The Board shall maintain a Main/Central Joint Health and Safety Committee which will comply with the most current approved Ministry of Labour Terms of Reference and these Terms will direct the committee.

ARTICLE L19.00 - VIOLENCE PREVENTION

- L19.01 The Board agrees that when the Safe Schools Policy and Procedure is reviewed it will be reviewed by a committee which contains Union representation.

ARTICLE L20.00 - PROFESSIONAL DEVELOPMENT

Professional Activity Days

- L20.01 Prior to March 15, the Professional Development Committee shall meet to discuss the use and distribution of Professional Activity Days designated by the Board in accordance with the Regulations for the following school year.

Professional Development Expenses

- L20.02 The Board shall reimburse Teachers for all reasonable expenses connected with any educational or teaching conferences, conventions, workshops or courses attended by the Teacher at the request of the Board.

Workplace Stewards' Training

- L20.03 The Board shall provide one (1) day release for up to one (1) Workplace Steward per school or worksite to attend training for Workplace Stewards' as arranged by the Union and the Board up to one (1) time per school year. The agenda for training will be set by Labour Management.

ARTICLE L21.00 - SENIORITY

- L21.01 For all members of the Elementary Teachers' Federation of Ontario employed by the Thames Valley District School Board, seniority shall be determined in accordance with the provisions of this Article as outlined below:

- a) Seniority shall be used, where applicable, for the purposes of staffing, transfers, declarations of surplus, layoff and recall of Teachers.
- b) The Thames Valley District School Board shall be responsible for the production, distribution, storage and retrieval of the Seniority List.
- c) By November 15 of each school year, the seniority list shall be posted in the Employee Portal.
- d) Each Teacher's seniority placement on the Seniority List shall be based on the Seniority accumulated as of June 30 of the previous school year.

- L21.02 At the time of signing an Offer/Acceptance of Position Form, a Teacher will be given a Seniority Form which the Teacher will complete and return within ten (10) school days to the Superintendent of Human Resources or designate. The Seniority Form shall provide the Teacher with the opportunity to outline previous experience in accordance with the categories specified in Article L21.03. It shall be the responsibility of the Teacher to provide the Board with any relevant documentation required to support experience claims made on the Seniority Form. The Seniority Form shall record the date of hire as being the date their duties commence with the Board.

- L21.03 The name of a newly hired Teacher will be added to the appropriate spot on the existing seniority list for Thames Valley District School Board Elementary Teachers. Seniority ranking will be based on the last date of hire with the Thames Valley District School Board. Where the last date of hire is the same, the order of seniority ranking shall be determined by the following criteria taken in order as follows:
- a) total elementary teaching experience with the Thames Valley District School Board or any of its predecessor Boards, then
 - b) total elementary teaching experience while on a fixed term probationary contract with any of the predecessor Boards, then
 - c) total public elementary teaching experience in Ontario, then
 - d) total teaching experience in the elementary panel, as an Occasional Teacher with the Thames Valley District School Board since 1998 January 01, then
 - e) by lot conducted with representatives of the Union on or before October 15.
- L21.04 Teachers covered by Article L21.03 shall have their seniority continue unchanged regardless of whether the Teacher teaches full or part-time, provided the Teacher:
- a) performs duties as an elementary Teacher with the Board; or
 - b) is on a Board approved leave of absence (including sick leave and long term disability), secondment, loan or exchange; or
 - c) is laid off and is placed on the elementary Teacher recall list.
- L21.05 Any Teacher wishing to appeal their placement on the Seniority List shall give written notification to the Union President and the Superintendent of Human Resources or designate by November 30. Such notification shall indicate the specific nature of the appeal and provide relevant documentation in support of the appeal. All appeals will be addressed by the above named parties or their designates no later than January 15. If necessary, revisions to the Seniority List will be communicated directly to the Employee and posted in the Employee Portal no later than March 31.
- L21.06 Teachers holding a Position of Added Responsibility covered by the Agreement shall have their seniority within that position determined by their length of elementary

service in that position with the Thames Valley District School Board or its predecessor Boards.

L21.07 The seniority rights of a Teacher shall cease for any one (1) of the following reasons:

- a) the Teacher resigns or is deemed to have resigned; or
- b) the Teacher retires; or
- c) the Teacher is discharged and such discharge is not reversed through the grievance/arbitration process; or
- d) the Teacher is not recalled from layoff within a four (4) year period; or
- e) the Teacher has forfeited seniority rights in accordance with Article L24.11; or
- f) the Teacher does not accept a recall notice.

ARTICLE L22.00 – STAFFING

Pupil Teacher Ratio For JK to 8

L22.01 The total enrolment for JK to grade 8 students shall be determined by using the projected FTE enrolment for the following school year in accordance with relevant Ministry of Education and Training grant calculation guidelines, Average Daily Enrolment calculation dates and Board projected enrolment data subject to the exclusions listed below. The Total Complement of Teachers, to be assigned to the elementary panel for the following school year shall be determined in accordance with the funds provided for elementary Teachers under the Ministry of Education and Training Funding Formula. The total Complement of Teachers shall include a mutually agreed upon hold back of not less than 20. By early October the number of full time equivalent Teachers (see definitions) allocated to schools shall be reviewed by the District Staffing Committee (Elementary) using the Pupil Teacher Ratio established.

Exclusions

L22.02 Students in the following programs shall be excluded from the calculations in Article L22.01:

Education and Community Partnership Programs (ECP)
Self-Contained Special Education

L22.03 Teachers in the following areas shall be excluded from the calculations in Article L22.01:

Education and Community Partnership Programs (ECP)
Self-Contained Special Education Classes and Programs
Special Education
Learning Coordinators and Special Assignment Teachers
English as a Second Language
Native as a Second Language
Library

Allocation of Teachers

L22.04 The number of Teachers generated in accordance with Article L22.01 shall be allocated and assigned to each elementary school applying the P.T.R. determined in Article L22.01 within a range of +0.5 to -1.50. The In-School Staffing Committee (Elementary) through the Principal shall ascertain the staff complement for the school and recommend the school organization based on the following maximum class size guidelines.

<u>Division</u>	<u>Maximum Class Size Guidelines</u>
JK/SK	20+/- 4
Primary (1,2,3)	22+/- 4
Junior (4,5,6)	26+/- 4
Intermediate (7, 8)	28+/- 4

Where the assignment of staff allows for a school to be organized in accordance with the Maximum class size ranges, but the District Staffing Committee (Elementary) believes that the interests of both pupils and Teachers would be better served by organizing outside those ranges, such organization shall be recommended to the administration.

The In-School Staffing Committee (Elementary) may request adjustments to the allocation of staff within the range specified above. The request along with any recommendations of the Union or Executive Council shall be sent to the District Staffing Committee (Elementary) for application of this criteria.

It is recognized that if there is a need for more staff in a school than would otherwise be allocated, the request will be reviewed by the District Staffing Committee (Elementary).

For allocation purposes the number of FTE students for each school shall be that used in arriving at the projected enrolment figure in Article L22.01

The staff allocations to a school will be rounded to the nearest point two (0.2) of an FTE Teacher.

Full Time Equivalency Model

L22.05 Full-Time Equivalency (FTE) contracts will be in 0.2 FTE increments.

Teacher Librarians

L22.06 The number of FTE Teacher Librarians in the system shall be calculated on the basis of one point six (1.6) Teacher Librarians per one thousand (1 000) FTE students as determined in Article L22.01

L22.07 The assignment of Teacher Librarians shall be by the District Staffing Committee (Elementary).

DISTRICT STAFFING COMMITTEE (ELEMENTARY)

Membership

L22.08 A District Staffing Committee (Elementary) [DSC(E)] composed of equal representation of Board personnel and ETFO members, to a maximum of four (4) voting individuals on each side, shall be established. The Committee may request the attendance of resource personnel as needed from time to time. It is understood that if classroom Teachers are required to attend these meetings, the cost of release, if needed, will be at the Board's expense.

Mandate

L22.09 The Committee shall receive information and provide input to administration on the following matters subject to receiving the Funding Formula data from the Ministry of Education and Training in a timely manner:

- a) Projected FTE enrolment for the following school year.
- b) Total complement of ETFO Teachers, excluding Occasional Teachers, to be assigned to the elementary panel for the following school year under the Funding Formula and in accordance with Article L22.01.
- c) Amount of time that elementary classroom Teachers are assigned in accordance with the Education Act and Articles L16.02, and 16.03.
- d) Achievement of the Maximum Class Size Guidelines provision, as outlined in the Education Act and Article L22.04

- e) Allocation of ETFO Teachers to each elementary school and other work sites, recognizing the unique educational needs of individual schools, such that the total FTE Teachers allocated, minus the mutually agreed upon holdback of not less than 20 equals the total number generated.
- f) Generation and allocation of Teachers identified in Articles L22.01, L22.04 and L22.06
- g) The development and review of all forms and interview procedures associated with the transfer process by December 15.
- h) Process for Teacher Initiated Transfers, Surplus Placement, and Placement of a Teacher Returning from an Extended Leave of Absence as set forth in Articles L25.34 to L25.56 will be reviewed jointly by the Parties commencing on or before October 15 with a view to amending, if necessary, the process in a way(s) which would make it more efficient or effective. Any amendment(s) shall be ratified by the Parties on or before January 15 if said amendment(s) are to be implemented for the following school year's staffing process.
- i) Committee and or Designates shall meet no later than the 3rd Wednesday in September to review school organizations and any proposed additional allocations/re-organizations before any communication to the schools is issued.

Surplus Teachers

- L22.10 Prior to Round One, the Human Resources designate and ETFO staffing designate will consult and communicate on the status of surplus teachers.
- L22.11 The Committee shall review, upon the request of a Teacher, the reasons for that Teacher being declared surplus and render a final and binding decision on the surplus status of that Teacher which is neither grievable nor arbitrable. The Teacher may have representation from the Union in such a review. In the case of a tie vote, the Superintendent of Human Resources shall decide.

Redundant Teachers

- L22.12 The Committee shall receive by June 15, the names of all Teachers declared redundant to the system.
- L22.13 The Committee shall review, upon the request of a Teacher, the reasons for that Teacher being declared redundant and render a final and binding decision on the

redundant status of that Teacher which is neither grievable nor arbitrable. The Teacher may have representation from the Union in such a review. In the case of a tie vote, the Superintendent of Human Resources shall decide.

General

L22.14 The Committee shall review the distribution of instructional and preparation time to teaching staff on a case-by-case scenario if concerns are brought forward to either administration or the union and provide recommendations to the administration on such distribution.

L22.15 The Committee may provide input to the administration on the procedures regarding the allocation of teaching time within a school.

L22.16 The Committee shall conduct meetings as requested by either Party.

Placement of Teachers

L22.17 The Committee or designate(s) shall place any remaining surplus Teachers and Teachers returning from an extended Leave of Absence in accordance with Article L25.45 and place any remaining part-time Teachers seeking increased time in accordance with Article L25.48.

IN-SCHOOL STAFFING COMMITTEE (ELEMENTARY)

Membership

L22.18 An In-School Staffing Committee (Elementary) [ISSC(E)], composed of the Principal, the Vice-Principal if applicable, the Workplace Steward, and a minimum of two (2) other ETFO members, who shall be determined by ETFO members of the school staff, shall be established in each elementary school by September 15 of each school year. The ETFO Committee members shall be representative of each division in the school where possible. The In-School Staffing Committee must meet by October 1st of each school year. The members of the previous year's committee shall be invited to attend the first meeting of the newly formed committee. The Union representatives shall remain on the Committee until September 15 of the following school year providing they remain at that school. Should one (1) or more Union representative(s) leave the school before the term expires, the Union representative(s) will be replaced from within the school teaching staff.

In-School Staffing Committee - Mandate

L22.19 The Committee shall receive information and provide input to the Principal or District Staffing Committee (Elementary), as appropriate, on the following matters:

- a) The school staffing based on the projected enrolment for the school, the unique program needs of the school and the criteria established by the Ministry of Education and Training Funding Formula.
- b) The school organizational models as presented.
- c) The development of equitable timetables and supervision schedules taking into consideration itinerant assignments affecting the school program.
- d) During the month of September, review existing staffing allocations, school organization, enrolment anomalies, timetables, and supervision schedules in order to make recommendations on any necessary adjustments at that time.

Subsequently the Committee will meet on a regular basis throughout the year and report to the staff when it is appropriate.

Notification and Confirmation of Assignments

L22.20

- a) All teaching assignments will be determined by the Principal.
- b) A Principal shall provide in writing, by April 15, notification and confirmation of assignment (i.e. subject area and grades) for the following school year to each Teacher.
- c) Teachers will be provided with a draft timetable and a draft duty schedule by the last school day in June. Should exceptional circumstances arise, Human Resources and the Union will be notified prior to the last school day in June and Teachers will be provided with an alternative notification date in which they will receive the draft timetable and draft duty schedule.
- d) A principal shall endeavour to notify a teacher with a kindergarten assignment by April 15 of the tentative Education Worker partnership within the school for the upcoming school year if known.

ARTICLE L23.00 - SURPLUS DECLARATION

- L23.01 Should the number of Teachers on the staff of a school be greater than the number assigned to the school, the Principal shall ascertain whether any staff members including those on leave intend to extend a leave, retire, resign or request a transfer before declaring any Teacher surplus.

- L23.02 Should the number of Teachers on the staff of a school be greater than the number assigned to the school, the Principal will declare the requisite number of Teachers surplus to meet the assigned complement.
- L23.03 Should there be a need for the Principal to make a surplus declaration, the least senior Teacher(s) from the Seniority List (see Article L21) will normally be declared surplus providing the program needs of the school can be met. (see Definitions) A Teacher will not be declared surplus if to do so would mean that the program needs of the school cannot be met. Teachers who are declared surplus will be notified in writing by the Principal.
- L23.04 A 1.0 FTE Teacher may voluntarily declare themselves surplus from their school. Parameters are based on staff allocations to schools for the following school year.
- a) A Teacher must notify their Principal of their intent to voluntarily declare themselves
 - b) surplus, on April 17, by submitting the Voluntary Surplus Declaration form, available in the Employee Portal.
 - c) A Teacher who has voluntarily declared themselves surplus waives their rights to Articles L23.07 and L25.50.
 - d) It is understood that a voluntary surplus declaration may only be denied if a Teacher is:
 - i. currently experiencing difficulty as referenced in the Procedures for the Supervision of Teaching Staff, and/or receiving formal support from Human Resources and the Union, or
 - ii. currently teaching on a Letter of Permission or is newly hired as referenced in Article L16.14
 - iii. currently receiving support from Human Resources and the Union or are being facilitated through other staffing options.

The following parameters will determine the eligibility within the school:

- i. A school with fewer than 11 Teachers may have up to three (3) voluntary surplus declarations.
- ii. A school with 11 to 20 Teachers may have up to five (5) voluntary surplus declarations.

- iii. A school with 21 to 35 Teachers may have up to seven (7) voluntary surplus declarations.
- iv. A school with more than 35 Teachers may have up to nine (9) voluntary surplus declarations.
- v. Should the requests exceed the numbers outlined in (i), (ii), (iii) and (iv) above, seniority will determine those Teachers who are eligible to voluntarily declare themselves surplus.

- L23.05 The Principal shall meet with each Teacher who has submitted a request to be declared voluntarily surplus. Those who are declared voluntarily surplus within the parameters outlined in L23.04 will be provided written confirmation of their status prior to April 30.
- L23.06 System Teachers whose terms expire at the end of the school year, are not renewed, or whose position no longer exists, will participate as surplus applicants during the staffing process as per Article L23.00 Surplus Declaration.
- L23.07 Teachers who were declared surplus as referenced in Article L23.03 and have accepted a placement at another school or who remain surplus shall have the right on the basis of seniority and qualifications to return to a position for which they are qualified which becomes available at the school from which they were declared surplus if such position becomes available after notification and confirmation of assignments and prior to August 31st of the school year in which they were declared surplus.

ARTICLE L24.00 - LAY-OFF AND RECALL

Notice of Possible Lay-Off

- L24.01 On or before May 01 of each school year or as soon thereafter as available information allows, the Board shall issue a notice in writing to the Union as to whether the total number of Teachers employed exceeds the total number of Teachers required for the ensuing school year as determined by the staffing levels agreed upon by the Parties as set out in Article L22 (Staffing).
- L24.02 Whenever the Board issues such a notice, and the total number of Teachers employed exceeds the total number required, then the notice, a copy of which shall be given to the Union, shall include the name of every Teacher who may be fully or partially laid off.

Order of Lay-Off

- L24.03 Teachers shall be laid off in reverse order of seniority subject to the Teacher having the necessary qualifications to meet the program needs of the school. A list of Teachers so declared and any supporting documentation shall be forwarded to the President of the Union and the District Staffing Committee (Elementary).

Individual Notice

- L24.04 Within five (5) days of providing the notice under Article L24.01, every Teacher who may be laid off shall be given written notice stating the effective date and the reasons therefore. Such notice shall be given at least one (1) school day in advance of the posting of the list.

Redundant Teachers

- L24.05 If a surplus Teacher cannot be placed because there are insufficient positions or positions for which the Teacher is not qualified, the Teacher shall be declared redundant to the system by May 31 and shall receive a letter signed by the Superintendent of Human Resources stating the reason for the termination. Should a Teacher not be qualified for a specific position at that time but undertake in writing to become qualified before the start of the school year, the Teacher shall be considered qualified. If such a Teacher does not become so qualified before the start of the school year, the Teacher shall then be deemed to have been notified of lay-off and redundancy status.
- L24.06 Should a position become available prior to the start of the next school year, the most senior redundant Teacher with the necessary qualifications will be placed in that position.

Supply Pool

- L24.07 Forty (40) FTE positions of the most senior redundant Teachers who remain unplaced by August 31 will be placed in the Supply Pool. Each Teacher in the Supply Pool will be assigned a home school to which the Teacher is to report unless called to perform the duties of an Occasional Teacher. Unless otherwise agreed, a Teacher in the Supply Pool will be assigned a home school and receive occasional assignments at schools as close to the former school as possible. While in the Supply Pool, a Teacher shall receive the same salary, benefits and increment as would have been received had the original position been maintained.
- L24.08 A redundant Teacher not placed in the Supply Pool shall be placed, on written request, on the Occasional Teachers List with no guarantee of the number of days of

employment. Provided that they have the necessary qualifications such Teachers will normally be given priority when Occasional Teachers are called.

Recall

- L24.09 The right of recall shall apply to full-time and part-time permanent and probationary Teachers and shall extend for four (4) years from the date when the declaration of redundancy took effect. Such Teacher's seniority shall continue to accumulate in accordance with the provisions of Article L25. If no position is found within the four (4) year period, the Teacher's recall and seniority rights under the Agreement shall cease and the employment relationship under the Agreement shall be terminated.
- L24.10 The Board shall maintain, publish and distribute to the Union a recall list of redundant Teachers in order of most senior Teacher to least senior Teacher.
- L24.11 Redundant Teachers must notify the Superintendent of Human Resources or designate electronically no later than March 01 that they wish to remain on the recall list for the following school year, otherwise they shall be deemed to have forfeited their seniority rights.
- L24.12 Teachers on the recall list shall be responsible for informing the Board of any new areas of qualification and/or any change of address or phone number.
- L24.13 Teachers on the recall list shall be recalled in the order that their names appear on the recall list established under Article L25.10, subject to the Teacher being qualified to teach in the subject area in which a vacancy occurs.
- L24.14 A Teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.
- L24.15 Teachers who were on part-time assignment at the time they were laid off shall be recalled to part-time assignments only, as long as there are Teachers who had full-time assignments with recall rights and greater seniority.
- L24.16 Teachers who were on full-time assignment shall be recalled to either full-time or part-time assignments, provided that Teachers who had full-time assignments shall have the right to refuse a part-time assignment without losing their right of recall.
- L24.17 The Board shall notify Teachers being recalled in writing by electronic mail and such Teachers shall notify the Board of acceptance in writing by electronic mail no later than ten (10) days after receiving the recall notice. Should a Teacher not accept a recall, the Teacher's recall and seniority rights under the Agreement shall cease and the employment relationship under the Agreement shall be terminated.

- L24.18 Members having the right to recall shall have the option to purchase benefits by paying 100% of the premium costs.

ARTICLE L25.00 – TRANSFERS

Reciprocal Transfers

- L25.01 Teachers who wish to be considered for a reciprocal transfer with another Teacher for September 01 shall apply on the Reciprocal Transfer Form to the Superintendent of Human Resources by April 30 so that their names can be included on the System Reciprocal Transfer List.
- L25.02 Applicants for reciprocal transfers shall specify the specific school(s), grade(s) and/or subject area(s) to which they wish to transfer as well as indicate the current position held, their qualifications and any qualifications required for the current position held.
- L25.03 The system list of all Teachers requesting a reciprocal transfer shall be posted in all elementary schools and workplaces by May 15.
- L25.04 The purpose of the System Reciprocal Transfer List is to allow any Teacher, whether that Teacher's name is on the list or not, to contact a Teacher whose name is on the System Reciprocal Transfer List to discuss the feasibility of a reciprocal transfer in accordance with Article L25.06.
- L25.05 Reciprocal transfers shall receive priority consideration insofar as possible during the staffing process.
- L25.06 Each pair of Teachers and their receiving Principals shall agree to the reciprocal transfer before such transfer is effected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such transfer. It is understood that a transfer may be denied if a Teacher is currently experiencing difficulty as referenced in the Procedures for the Supervision of Teaching Staff or currently teaching on a Letter of Permission, or is a newly hired Teacher as per Article L16.14. A Teacher may not enter into a reciprocal transfer if that Teacher is unqualified for the position sought. The parties shall advise the Superintendent of Human Resources in writing of their agreement on the reciprocal transfer proposal. Written approval will be provided by the Superintendent of Human Resources to the Teachers and Principals with a copy forwarded to the Human Resource Services department. Once the reciprocal transfer is confirmed the Teachers shall complete the reciprocal transfer, subject to Article L25.08.

Once a reciprocal transfer has been confirmed, the Teachers involved cannot be reassigned without consultation. If the Teachers involved in a reciprocal transfer are reassigned the Teachers may withdraw from the reciprocal arrangement up to the first school day the following September.

L25.07 Any previously arranged reciprocal transfer is canceled if, prior to the transfer taking effect, one of the transferring Teachers receives a promotion, is declared surplus, resigns or experiences a change in employment status.

L25.08 If a Teacher involved in a reciprocal transfer arrangement accepts a promotion, resigns, retires or experiences a change in employment status after the transfer has taken effect, the reciprocal transfer arrangement for the other Teacher shall remain unchanged for the remainder of the school year and the provisions of Articles L25.10, and L25.11, whichever are applicable, shall apply for the remaining partner.

L25.09 At the end of the first school year, the pair of Teachers shall return to their original schools if they have not had their reciprocal transfers made permanent in accordance with Article L25.10.

L25.10 A reciprocal transfer may be made permanent upon the conclusion of the year of the reciprocal transfer if the pair of Teachers and the Principals agree. The Parties shall advise the Superintendent of Human Resources in writing during the month of January of the year of the reciprocal transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Human Resources to the Teachers and the Principals.

L25.11 At the conclusion of a reciprocal transfer, a Teacher may apply for another reciprocal transfer or a regular Teacher Initiated Transfer.

Should a proposed reciprocal transfer or request to make permanent be denied, the reason(s) for the denial will be provided verbally to the Teacher by the Principal responsible for the denial.

A Teacher may appeal the denial through written request to the Superintendent of Human Resources or designate, who will review the denial in consultation with the Local.

Cross-Panel Transfers

L25.12 Cross-panel transfers are reciprocal transfers between a Teacher from the elementary panel and a Teacher from the secondary panel. Teachers who undertake a cross-panel transfer to the secondary panel shall continue to receive salary and benefits, pay union dues and assessments, and accumulate seniority

in accordance with the provisions of the Agreement. Working conditions will be established in the collective agreement between the Thames Valley District School Board and the Ontario Secondary School Teachers' Federation, District 11.

NOTE: OTF bylaws preclude a cross-panel transfer from extending beyond two (2) school years.

- L25.13 Teachers who wish to be considered for a cross-panel transfer with another Teacher for September 01 shall apply on the Cross-Panel Transfer Form to the Superintendent of Human Resources by April 30 so that their names can be included on the System Cross-Panel Transfer List.
- L25.14 Applicants for cross-panel transfers shall specify the specific school(s), grade(s) and/or subject area(s) to which they wish to transfer as well as indicate the current position held, their qualifications and any qualifications required for the current position held.
- L25.15 The system list of all Teachers requesting a cross-panel transfer shall be posted in all elementary schools and workplaces by May 15.
- L25.16 The purpose of the System Cross-Panel Transfer List is to allow any Teacher, whether that Teacher's name is on the list or not, to contact a Teacher whose name is on the System Cross-Panel Transfer List to discuss the feasibility of a cross-panel transfer in accordance with Article L25.19.
- L25.17 Cross-panel transfers shall receive priority consideration insofar as possible during the staffing process.
- L26.18 Each pair of Teachers and their receiving Principals shall agree to the cross-panel transfer before such transfer is effected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such transfer. It is understood that a transfer may be denied if a Teacher is currently experiencing difficulty as referenced in the Procedures for the Supervision of Teaching Staff, currently teaching on a Letter of Permission, or is a newly hired Teacher as per Article L16.4. A Teacher may not enter into a cross-panel transfer if that Teacher is unqualified for the position sought. The parties shall advise the Superintendent of Human Resources in writing of their agreement on the cross-panel transfer proposal. Written approval will be provided by the Superintendent of Human Resources to the Teachers and Principals with a copy maintained in the Human Resources department. Once the cross-panel transfer is confirmed the Teachers shall complete the cross-panel transfer, subject to Article L25.21

- L25.19 Should a proposed cross-panel transfer be denied, the reason(s) for the denial will be provided verbally to the Teacher by the Principal responsible for the denial.
- L25.20 Any previously arranged cross-panel transfer is canceled if, prior to the transfer taking effect, one of the transferring Teachers receives a promotion, is declared surplus, resigns or experiences a change in employment status.
- L25.21 If a Teacher involved in a cross-panel transfer arrangement accepts a promotion, resigns, retires or experiences a change in employment status after the transfer has taken effect, the cross-panel transfer arrangement for the other Teacher shall remain unchanged for the remainder of the school year and the provisions of Articles L25.23 L25.24, and L25.25 or L25.26 and L25.27 whichever are applicable, shall apply for the remaining partner.
- L25.22 At the end of the first school year, the pair of Teachers shall return to their original schools if:
a) they have not had their cross-panel transfers made permanent in accordance with Article L25.24 or
b) they have not received an extension in accordance with Article L25.25
- L25.23 A cross-panel transfer may be made permanent during the first year of the cross-panel transfer if the pair of Teachers and the Principals agree. The Parties shall advise the Superintendent of Human Resources in writing during the month of January of the first year of the cross-panel transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Human Resources to the Teachers and the Principals with a copy maintained in the Human Resources department.
- L25.24 A cross-panel transfer may be extended for a second year if the pair of Teachers and their Principals agree. The parties shall advise the Superintendent of Human Resources in writing during the month of January of the first year of the cross-panel transfer of their desire to extend the transfer. Written approval will be provided by the Superintendent of Human Resources to the Teachers and the Principals with a copy maintained in the Human Resources department.
- L25.25 At the end of the second year, the pair of Teachers shall either return to their original schools or, with the agreement of the receiving Principals, have their transfers made permanent in accordance with Article L25.27
- L25.26 The Teachers shall advise the respective Principals and the Superintendent of Human Resources in writing during the month of January of the second year of the cross-panel transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Human Resources to

the Teachers and the Principals with a copy maintained in the Human Resources department.

- L25.27 At the conclusion of a cross-panel transfer, a Teacher may apply for a reciprocal transfer or a regular Teacher Initiated Transfer. After a return to the Teacher's panel of a least one (1) year, the Teacher may apply for another cross-panel transfer.
- L25.28 Should a cross-panel transfer be made permanent, the seniority date of hire would be the date of permanency to the Elementary panel.

Administrative Transfers

- L25.29 Under special circumstances, Administration may transfer a Teacher, in accordance with Human Resources Department procedures, to another elementary school upon mutual agreement of Human Resources and the Union. After consultation with the Teacher, the Teacher's current Principal, the receiving Principal, and the Union President (or designate). Special circumstances may include medical, legal, personal and/or professional reasons. It is understood that communication will occur with the Teacher prior to the staffing process, where possible. In such circumstances, teachers who are transferred during the school year may be granted up to two (2) school days of release time to prepare for the transfer.
- L25.30 An administrative transfer will normally not increase the distance traveled by the Teacher from the original residence to the new school by more than forty (40) km.
- L25.31 Administrative transfers shall normally be effected first in the staffing process. Administrative transfers may occur prior to and/or following each posting period. Administrative transfers will not normally be effected during a posting period.
- L25.32 Any transfers resulting from the application of Article L23 (Surplus Declaration), Article L24 (Lay-off and Recall), and Articles L25.01 - L25.11 (Reciprocal Transfers), L25.12 - L25.28 (Cross-Panel Transfers), L25.33 (Transfers as a Result of Area Reorganization)- L25.34-L25.56 (Teacher Initiated Transfers/Surplus Placement/Increased Time Requests) shall not constitute an Administrative Transfer.

Transfers as a Result of Area Reorganization (including school closures/new facilities/boundary changes)

- L25.33

- a) The Reorganization Staffing Committee shall create staffing procedures for each reorganization. While each reorganization is unique, the committee shall utilize as its main principle that Teachers affected by the reorganization shall choose to be staffed in the receiving school(s) or choose to declare themselves surplus to the Reorganization Staffing process. Reorganization Staffing shall be completed prior to Round One of the regular staffing process.
- b) The Reorganization Staffing Committee shall consist of the President of the Union or designate plus two (2) ETFO Released Officers with responsibilities for Staffing and Labour/Management, the Superintendent of Human Resources, plus two (2) System Level designates. The Committee shall have its first meeting prior to November 1st to review existing and possible reorganizations. As further decisions are made by trustees as a result of the ARC process (including school closures/new facilities/reorganizations) the committee shall meet to create plans for the reorganization and placement of staff and the staffing process and to annually review all transfers.

Teacher Initiated Transfers/Surplus Placement/Placement of a Teacher Returning from an Extended Leave of Absence/Increased Time Requests

- L25.34 A Vacancy List, setting forth the known available teaching positions for the following September will be posted three (3) different times in each school and workplace during the spring staffing process. The posting dates will commence on or about May 01. The Vacancy List shall include the school or workplace location, grade, subject or speciality area and requisite qualifications for each vacant position listed.
- L25.35
- a) Teachers who, as of the first posting date, wish to transfer to another elementary school for the following September 01, or who have been declared surplus in accordance with Article L24 or who are returning from a leave of absence of more than one (1) year shall apply to the Principal(s) of the School(s) or the Supervisor(s) of the Workplace(s) for the desired position(s) on the Vacancy List.
 - b) Part-time Teachers, whether actively at work or scheduled to return from a leave of absence, may only apply for a transfer to or placement in a position that is of no greater time allotment than that which they currently hold or to which they are entitled, as the case may be, until the third posting date specified in Article L25.47.
- L25.36 A Teacher applying for a vacant position(s) shall do so by contacting the appropriate Principal or Supervisor within two (2) days of the most recent posting date, indicating the position(s) sought, that they have the necessary

qualifications for the position, their seniority rank number, and their surplus status, if applicable in accordance with Article L23.

L25.37

- a) Within one (1) day of the closing date for such posted vacancy, the Principal or Supervisor shall contact the three (3) most senior qualified applicants and the three (3) most senior qualified applicants who have surplus status to their current school location as referenced in Article L23 and offer each of them an interview.
- b) Should there be fewer than three (3) applicants from either applicant pool, the Principal will offer an interview in seniority order from the alternate pool of applicants to a maximum of six (6) applicants.

L25.38

Each applicant will determine, to a maximum of three (3), which of the offered interviews they will accept and so advise all Principals or Supervisors who offered them an interview. Each applicant will submit a written Transfer Application to each Principal or workplace Supervisor from whom an offered interview has been accepted within one (1) day of accepting the interview.

L25.39

- a) The Principal or Supervisor shall interview those who have accepted the offer of an interview.
 - i. Should there be five (5) or six (6) applicants interviewed, the Principal or Supervisor shall make an offer of position to one of the interviewed applicants. If the applicant declines, the Principal or Supervisor shall make a second offer to the remaining interviewed applicants.
 - ii. Should there be three (3) or four (4) applicants interviewed, the Principal or Supervisor shall make an offer of position to one (1) of the interviewed applicants.
 - iii. Should there be fewer than three (3) applicants interviewed, the Principal or Supervisor may make a selection from those interviewed.
- b) Should the offer(s) be declined, the Principal or Supervisor may continue to offer the position to the other interviewed applicants.

L25.40

Within one (1) day of the conclusion of the interview process, the Principal or workplace Supervisor shall advise the applicants of the selection made or that no one was selected for the position as outlined in Article L25.39

L25.41

Within twenty-four (24) hours of being offered a position, each Teacher who has been offered a position shall advise the Principal or workplace Supervisor of their

decision to accept or decline the offered position and the Teacher will advise their current Principal or Supervisor of the acceptance to the offered position.

- L25.42 Should the position remain vacant, the position shall be included on the Vacancy List for the next posting date.

Transfer Process Round Two

- L25.43 Teachers who, as of the second posting date, wish to transfer to another elementary school for the following September 01, or who have been declared surplus in accordance with Article L24 and remain unplaced or who are returning from a leave of absence of more than one (1) school year and remain unplaced shall apply to the Principal(s) of the School(s) or the Supervisor(s) of the Workplace(s) for the desired position(s) on the Vacancy List.
- L25.44 The application, interview, selection and acceptance process outlined in Articles L26.39 to L26.44 shall apply.

Transfer Process Prior to Round Three

- L25.45 Step A

Any surplus Teacher or Teacher returning from a leave of absence of more than one (1) school year who remains unplaced at the conclusion of the Transfer Process – Round Two shall be asked by the Superintendent of Human Resources for their preference of placement in regards to geographic areas, grade or subject. The District Staffing Committee or designate(s), giving due regard to the Teacher's placement preference will then place in seniority order, any unplaced Teacher in an existing vacant position for which the Teacher is qualified. Upon notification, the designates will inform the Teacher of the timeline to accept an offered position.

It is understood that a Teacher may be denied a surplus placement into an assignment/school for reasons that have been mutually agreed upon by the Board and the Union.

Step B

Once surplus placements have occurred, and in compliance with Article L26.56, if a teaching position remains vacant, the Vacancy List and suggested matches for eligible qualified part-time Teachers within the school will be submitted to Human Resources. Human Resources and an ETFO staffing designate will consider qualifications and seniority of the suggested matches and will confirm assignments with the Teachers in the school receiving an increase in assignment.

Should there be no part-time qualified Teachers within the school the assignments will be included in the posting process for Round Three.

A surplus Teacher who does not accept the placement may apply for a one (1) school year unpaid leave of absence. A Teacher returning from an extended leave of absence of less than two (2) years who does not accept the placement may apply for a one (1) school year unpaid leave of absence. A Teacher returning from an extended leave of absence of two (2) years or more who does not accept the placement shall be deemed to have resigned effective August 31 of the last year of the extended leave.

Transfer Process - Round Three

L25.46 Only Teachers with a part-time entitlement may participate in the third posting. Such part-time Teachers who, as of the third posting date, wish to apply for an increase in time shall apply to the Principal(s) of the School(s) or the Supervisor(s) of the Workplace(s) for the desired position(s) on the Vacancy List. Each part-time Teacher shall indicate the intent to apply for such position(s) to their Principal or Supervisor prior to the closing date of the postings.

L25.47 The following staffing processes shall apply:

- i. The application processes as outlined in Article L25.36
- ii. The Principal shall contact the six (6) most senior qualified applicants and offer interviews. If fewer than six (6) qualified applicants apply, all will be offered an interview.
- iii. The selection process as outlined in Article L26.42.
- iv. The acceptance process as outlined in Article L26.44.

General

L25.48 Any part-time Teacher who is interested in an increase in time for the next school year and who has not received an increase in time at the conclusion of the process set forth in Article L25.47 shall be offered, in seniority order by the District Staffing Committee or designate(s), placement in accordance with the preference expressed on the Elementary Unplaced Eligible Part-time Teachers Preference of Placement form. Should the Teacher not accept the offered placement the Teacher shall remain in their present position for the following school year unless other rights under the Agreement are exercised.

- L25.49 A Teacher who accepts a placement at any stage of this process shall not apply for any other position during the staffing process for the following school year except in the case of a Teacher applying for an increase in time.
- L25.50 Teachers who were declared surplus under Article L23.03 and have accepted a placement at another school or who remain surplus shall have the right on the basis of seniority and qualifications to return to a position for which they are qualified which becomes available at the school from which they were declared surplus if such position becomes available prior to August 31st of the school year in which they were declared surplus.
- L25.51A Teacher who transfers to replace a Teacher who:
- i. is on a one (1) school year leave of absence or;
 - ii. a Deferred Salary Leave (4 over 5 only) or;
- shall be considered as part of the school staff for the following school year and seniority will determine surplus declarations according to Article L23.01
- L25.51 Should a part time Teacher be shared among multiple school locations, and there is mutual agreement among the Principals and the Teacher, a recommendation can be made to Human Resources to consolidate the Teacher's entitlement into one of the school locations for the following school year provided there are no surplus declarations at that school location.
- Consolidation of assignments is normally considered part of the spring staffing process for the subsequent September; but, consideration may be given for consolidation should there be mutual agreement and opportunities arise after September 1.
- L25.52 A transfer or increase in time may be denied if a Teacher is:
- i. currently experiencing difficulty as referenced in the Procedures for the Supervision of Teaching Staff, and/or receiving formal support from Administration, Human Resources, and/or the Union, or
 - ii. currently teaching on a Letter of Permission or is newly hired as referenced in Article L16.14.
- L25.53 Written approval for all transfers, placements or increase in time assignments will be provided by the Superintendent of Human Resources to the Teacher and appropriate Principal(s) with a copy forwarded to the Human Resources department.

- L25.54 No Teacher hired from outside the elementary panel will be placed prior to the completion of the transfer/placement/increased time process.
- L25.55 A committee with equal representation from the administration and Union shall provide input to the Superintendent of Human Resources prior to December 15 on the development and review of all forms and interview procedures associated with the transfer process.
- L25.56 The process for Teacher Initiated Transfers, Surplus Placement, and Placement of a Teacher Returning from an Extended Leave of Absence as set forth in Articles L25.34 to L25.54 will be reviewed jointly by the Parties commencing on or before October 15 with a view to revising, if necessary, the process in a way(s) which would make it more efficient or effective. Any amendment(s) shall be ratified by the Parties on or before January 15 if said amendment(s) are to be implemented for the following school year's staffing process.

ARTICLE L26.00 - VACANT TEACHING POSITIONS

- L26.01 Effective September 1, 2016, teaching positions that are created after the first day of school in September but prior to the Spring Break due to enrolment increases or become vacant during the school year due to the promotion, retirement, resignation, termination or death of a Teacher shall be filled for the remainder of that school year.
- L26.02 Effective September 1, 2016, a teaching position which becomes vacant in accordance with Article L27.01 shall be filled in the following priority order:
- a) a part-time Teacher currently in the school in which the vacancy occurs may be appointed, provided the part-time teacher holds the necessary qualifications. Increase in time may be denied if a Teacher is:
 - i) currently experiencing difficulty as referenced in the Procedures for the Supervisor of Teaching Staff, and/or receiving formal support from Administration, Human Resources and/or the Union, or
 - ii) currently teaching on a Letter of Permission
 - b) upon the completion of L26.02 (a), the resulting vacant position(s) will be posted for five (5) days. Part-time Teachers currently not in the school where the vacancy occurs are eligible to apply for an increase in entitlement and the Principal will interview the six (6) most senior qualified part-time

applicants; the interview and offer process will be in accordance with Article L25.39.

- c) should the vacancy not be filled through the process for L26.02 (a) and (b), then the remaining vacant position(s) will be filled by a long-term assignment.
- d) Those teachers who received an increase as a result of Article L26.02 (a) or (b) will retain any increase in FTE.

ARTICLE L27.00 - VACANT OR NEW POSITIONS: ADDED RESPONSIBILITY AND SPECIAL ASSIGNMENT

Definition of Vacancy

- L27.01 Should a decision be made to fill a vacancy in an existing position of added responsibility or special assignment or create a new position of added responsibility or special assignment covered by the Agreement, it shall be posted and filled according to the following criteria.
- L27.02 A “vacancy” under this Article means a teaching assignment listed in Article L27.01 covered by the Agreement that is unoccupied because:
 - a) the incumbent has been transferred, promoted, or has resigned; or
 - b) the incumbent has died; or
 - c) a new position has been created; or
 - d) a temporary vacancy exists.

Creation of a New Position

- L27.03 Should there be a new position of added responsibility or special assignment created that could be filled by a Teacher covered by the Agreement, the administration will set the tentative salary and allowance for any such position and proceed with appointing a Teacher to the position. The administration shall negotiate with the Union to establish the salary and allowance for the new position. Any adjustment in the salary and allowance agreed upon by the Parties will be retroactive to the date the position was created.

The administration will discuss with the Union the duties, responsibilities, qualifications and other relevant information pertaining to the position before an appointment is made in accordance with Article L26 – Vacant Teaching Positions.

Posting of Positions

- L27.04 The Board shall make available electronically to all elementary contract teachers a notice of all vacancies of positions referred to in Article L27.01 at five (5) instructional days prior to the closing date for receipt of applications for said position(s). Concurrently a copy of such notice shall be sent to the Union.
- L27.05 All postings shall include the title of the position, a job description, requisite experience if any, qualifications, annual salary and any applicable allowances, effective date and, if it is a temporary vacancy, the probable duration.
- L27.06 Any posting of a position that could be filled by Teachers of either panel, due to the qualifications required for the position, shall apply to both panels.
- L27.07 All applicants for positions covered by this Article shall receive a debriefing, if so requested, following the selection process.
- L27.08 Should the Board be unable to fill a new position or a vacancy that is posted exclusively for elementary panel Teachers from among the Teachers covered by the Agreement the Board may fill the vacancy with a Teacher recruited by means of external advertisement.

ARTICLE L28.00 - PART-TIME FTE (FULL TIME EQUIVALENCY)

Definition of Teacher With Part-Time FTE (Full Time Equivalency)

- L28.01 A Teacher with part-time FTE is a Teacher employed on a regular basis for other than full-time duty.

Decrease in FTE (Full Time Equivalency) By A Leave of Absence

- L28.02 Effective September 1, 2016:
- a) A Teacher who, prior to March 15, requests a part-time leave commencing the following school year shall have the request granted provided that the program needs of the school can be met. The timetabling shall be at the discretion of the Principal as per Article L22.20.
 - b) A Teacher who requests and is granted a part-time leave for a school year will return to their previous FTE at the end of the leave period.
 - c) A Teacher may apply prior to March 15 for an extension of the Teacher's part-time leave for a maximum of two (2) one-year extensions. Such

extensions shall be granted provided the program needs of the school can be met.

- d) On return to their previous FTE, the Teacher shall be staffed in their current school in accordance with the staffing provisions of the Agreement.
- e) Should a Teacher opt to continue beyond three (3) years at a reduced FTE, the Teacher would resign that portion of their FTE in writing by March 15 of the current school year and be considered a part-time Teacher for the following school year.

Salary and Allowances, Benefits, Sick Leave and Preparation Time

L28.03 Effective September 1, 2016, a Teacher with part-time FTE shall:

- a) Be paid in accordance with the provisions of Article L8 (Salary and Allowances) according to their teaching FTE.
- b) Receive the Board's portion of the cost of benefits for their non-teaching portion, as set forth in Article L10.
- c) Shall have sick leave credits allocation prorated according to their teaching FTE; and
- d) be assigned preparation time in accordance with their teaching FTE.

ARTICLE L29.00 - UNION DUES AND ASSESSMENTS

Dues

L29.01 Effective 1998 September 01, the Board shall deduct for every pay period and for each Teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of ETFO, 136 Isabella St., Toronto, Ontario M4Y 0B5, within thirty (30) calendar days of the dues being deducted. The amounts shall be determined by the Union and notification shall be forwarded in writing to the Board at least thirty (30) calendar days prior to the expected date of change.

L29.02 The payment shall be accompanied by a dues submission list showing the names, FTE, home address, phone number, gender, school location, annual salary, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.

- L29.03 At the request of the Local and with at least thirty (30) calendar days notice, the Board shall make the appropriate payroll deductions from a Teacher's salary for the purpose of a Local levy. The levy shall be forwarded to the Treasurer or alternate Union representative of the Local, as determined, on a monthly basis.

Employment Insurance Rebate

- L29.04 The Board shall return to the ETFO Thames Valley Teacher Local the Employment Insurance premium reduction rebate to which each member is entitled. The Board shall forward the rebate to the treasurer of the ETFO Thames Valley Teacher Local within thirty (30) days of its receipt.
- L29.05 The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions or transmission of information stipulated by Articles L29.01, L29.02 or L29.03.

ARTICLE L30.00 – UNION RELEASE TIME/LEAVE

- L30.01 Effective September 2010, at the request of the Union, the Board shall grant full time release time for up to six (6) FTE persons named by the Union. The Union shall notify the Board of the names of the persons to be released by May 15. The Union shall reimburse the Board the replacement costs of those employees on Bargaining Unit leave at a rate of A3, Year Zero. The Bargaining Unit will reimburse the Board the cost of benefits and any additional allowance paid to the Officers and President. The Board shall grant full time release for a seventh person named by the Union. For the seventh person, the Union shall reimburse the Board for the full salary and family benefits.
- L30.02 In addition to the persons released under Article L30.01, the Board will release up to four (4) members of the bargaining team on all days on which bargaining is held. The Board will allow the Union the equivalent of forty (40) teaching days release time per school year to be used for purposes related to the preparation for negotiations. The Union shall reimburse the Board for any and all Occasional Teacher costs incurred in replacing any Teacher released for these purposes.

Intermittent Union Release Time

- L30.03 In addition to the persons released in Article L30.01, the Local will reimburse the Board for the cost of Occasional Supply Teachers for daily leaves for ETFO Thames Valley Teacher Local Union business. In addition, the Board shall grant release time for Provincial Union activities. The Union shall reimburse the Board for its Occasional Teacher costs if any. The Teacher(s) shall continue to accumulate seniority and teaching experience for the period of the leave.

- L30.04 The Local will notify the Board no less than forty-eight (48) hours prior to the release unless mutually agreed. The Teacher will endeavour to enter the release into TVARRIS as soon as it is known.
- L30.05 The Board shall grant a leave of absence to a Teacher who holds an office requiring full time duty at the provincial level, provided that the Union reimburses the Board for the cost of the Teacher's total salary, allowances and benefits including the value of any sick days allocated at the Teacher's daily rate of pay. The Teacher shall continue to accumulate seniority, sick leave and teaching experience during the period of leave.
- L30.06 A Teacher returning from a Union leave has the right:
- a) to be reassigned to the same school; or
 - b) to be administratively placed in an appropriate position in consultation with the Superintendent of Human Resources

ARTICLE L31.00 - UNION REPRESENTATION

- L31.01 The Union shall notify the Board in writing of the names of persons elected to office in the Union by May 15 and persons authorized by the Union to represent Teachers in a particular school or workplace on behalf of the Union (Workplace Steward, one (1) per school or workplace).
- L31.02 Each Workplace Steward shall have access to a bulletin board in each school or workplace for the posting of Union business and information for the Union membership.
- L31.03 Any issues or suggestions regarding communication needs and other issues related to Union representation and effective Union/Management communications at a particular school or workplace, that cannot be resolved locally, may be raised by either Party at a regular Labour/Management meeting.

ARTICLE L32.00 - LABOUR MANAGEMENT MEETINGS

- L32.01 Upon the request of either Party, representatives shall meet for the purpose of engaging in full and effective consultation or discussion with a view to ongoing communication and resolution of any issues which may concern the Parties to the Agreement. The Parties shall develop mutually agreeable processes for this Labour Management forum. It is intended that these discussions will occur at regularly scheduled monthly meetings during the school year.

The following will be determined at the first Labour Management meeting of the school year:

- Process for setting meeting agenda(s)
- Minute taking
- Membership of Committee
- Reporting back in a timely manner
- Meeting format and availability of virtual inclusion of committee members

It is agreed that issues brought forward to Labour Management are labour related and have system impact on schools/worksites.

The parties agree to consider issuing joint communication regarding concerns resolved at Labour Management.

ARTICLE L33.00 - CORRESPONDENCE

- L33.01 All correspondence between the Parties arising out of the Agreement shall pass to and from the Superintendent of Human Resources or designate and the President of the Union or designate.

ARTICLE L34.00 - DISTRIBUTION OF THE COLLECTIVE AGREEMENT

- L34.01 The Board agrees to post the Collective Agreement on its employee portal within forty-five (45) calendar days of the signing of the Agreement. The Board agrees to provide each work site with one (1) copy of the Agreement.

ARTICLE L35.00 - ACCESS TO BOARD INFORMATION

- L35.01 The Board shall provide to the Union a copy of any agendas, minutes and support documents that are available to the public prior to all public Board meetings and public committee meetings.
- L35.02 The Board shall provide the Union with the following information:
- a) by February 15 a scattergram showing the numbers of Teachers at each position on the salary grid effective January 31;
 - b) by October 31 the number of Teachers eligible for each predecessor Board retirement gratuity and RRSP as specified in Appendix B;
 - c) by October 31 the premium rates for each benefit plan by category and the total expenditures on benefits in the prior budget year;

- d) by October 31 a copy of any changes to the master contract(s) of the benefit plans made during the previous budget year;
- e) by November 15 a copy of the seniority list in accordance with Article L22.01 Seniority List to be published in 3 formats - by Rank, Alphabetical and by School/Worksite. Seniority list to be updated by April 1 of each year.
- f) by October 31 a statement of participation in each benefit plan covered by this collective agreement;
- g) by November 15 data respecting salaries, percentage of full-time assignments, allowances, category classification and teaching grid steps for each teacher covered by this collective agreement.
- h) Ministry estimates, financial statements and revised estimates and revised financial statements, as soon as possible
- i) a statement of the current operating budget, as soon as possible

L35.03 The Board shall provide the Union with a list of Teachers covered by the Agreement, including their addresses and telephone numbers by October 31 of each school year. Updates of amendments shall be provided on a monthly basis.

L36.04 The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of providing to the Union the information stipulated by Article L36.03.

ARTICLE L36.00 - PERSONAL INFORMATION

Documents Respecting Performance, Conduct or Discipline

L36.01 Copies of any document respecting the performance, conduct or discipline of a Teacher shall be given to the Teacher.

Signature Not Approval

L36.02 The signature of a Teacher on any document respecting the performance, conduct or discipline of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

Records Management and Access to Personnel File

- L36.03 The primary non-medical personnel file respecting a Teacher shall be maintained in the Human Resources Department of the Board, recognizing that certain non-medical personnel material may be situated at the Teacher's school or worksite. Material in such a file shall be available to the Teacher for inspection in the presence of appropriate Board personnel at a mutually agreeable time during regular working hours.
- L36.04 A Teacher shall be provided with a copy of all materials contained in their personnel file when so requested. Teachers shall receive copies of any materials placed in their personnel and school or worksite files which shall normally occur within five (5) school days of the material being filed. Additional copies shall be made available to the Teacher upon request where the Teacher has misplaced their material.
- L36.05 Where a Teacher authorizes in writing access to their personnel and school or worksite files by a Union Representative acting on the Teacher's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.
- L36.06 Upon the permanent transfer of a Teacher from a school or worksite, the Teacher's Certificate of Registration, Certificate of Qualification, employee number, data required for completing Ministry of Education and Training reports and all Board initiated documents in the school or worksite personnel file related to performance, conduct or discipline shall be forwarded to the Teacher's new school or worksite. All other information in the school or worksite file shall be returned to the Teacher or transferred to the Teacher's new school or worksite at the Teacher's discretion.

Disputed Contents of Personnel File

- L36.07 A Teacher shall be entitled to dispute the content of documents contained in the personnel file within twenty (20) days of issuance of the document and to that end the Teacher may provide to the Board written notice of the dispute which sets forth the Teacher's opinion of the error or inaccuracy.
- L36.08 If a Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Teacher in writing of its decision including reasons for that decision. Thereafter, disciplinary documents

stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article L37.09.

Where the Board amends such information per the above, the Board shall at the request of the Teacher attempt to notify all persons who received a report based on inaccurate information.

Adverse Material to be Removed

L36.09 Disciplinary material shall be removed from a Teacher's personnel file after two (2) discipline free years where no follow-up difficulty has occurred during the two (2) year period unless the Superintendent of Human Resources determines that the discipline was for serious misconduct.

Evaluation reports (and letters of concern and letters of doubt if utilized) shall be removed from the Teacher's personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.

Medical Information

L36.10 The Board shall keep any medical information in separate files which only may be accessed by appropriate health care professionals and Board/Union representatives involved in matters where medical information is relevant and signed authorization has been provided. An Employee shall have the right at any time to have access to and have copies of their medical file by making an appointment through the appropriate Board Representative. If requested by the employee they shall be entitled to Union representation when viewing said file.

ARTICLE L37.00 - GRIEVANCE AND ARBITRATION PROCEDURE

Informal Discussion

L37.01 Prior to Step one, Teachers are encouraged to engage in direct conversations with Principals to resolve concerns.

Step One

A Teacher desiring to submit a grievance shall, in consultation with the Union, commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought. The grievance, signed by the grievor and the Union representative, shall be sent to the Superintendent of Human Resources and/or Designate within twenty (20) days of the Teacher becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed.

The Superintendent of Human Resources and/or Designate will meet jointly with the grievor and the Union Representative(s) within fifteen (15) days of receipt of the grievance. The Superintendent of Human Resources and/or Designate shall forward a written decision to the grievor and Union Representative within fifteen (15) days of the date on which the grievance meeting was held.

Step Two

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) days of receipt of the response.

Arbitration

L37.02 When either party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other party to the Agreement indicating the name(s) of a proposed Arbitrator. Within ten (10) days thereafter, the other party shall respond in writing indicating their agreement with a proposed Arbitrator or suggesting another name(s). If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

Board of Arbitration

When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the Agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the Arbitration Board, the other Party may request the Minister of Labour to appoint such a nominee.

Decision of the Arbitrator

An Arbitrator or Board of Arbitration shall endeavour to give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties and upon any employee or employees affected by it.

Powers of the Board

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the Labour Relations Act.

- L37.03 The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

Discharge Grievance

- L37.04 Where a Teacher has received a termination notice, the Teacher may file a grievance at Step One within ten (10) days of written notice of termination.

Policy Grievance

- L37.05 The Union and the Board shall have the right to file a grievance or Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the words of Step One and Two modified as appropriate.

General Guidelines

- L37.06 “Days” shall mean instructional days.
- L37.07 Time limits under the grievance and arbitration process are to be adhered to, although the parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the Labour Relations Act.
- L37.08 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.
- L37.09 If the party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.
- L37.10 At any time of the grievance procedure either or both parties may be represented by legal counsel so long as notification of the use of legal counsel has been submitted to the other party at least one (1) week prior to any meeting, or such shorter time as the parties agree.

Grievance Mediation

- L37.11 Nothing in this article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur.

Grievance Definition

- L37.12 A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision or condition of this Agreement, including the question of whether a matter is arbitrable.

(See also Central Article C4.00 for Grievance/Mediation/Arbitration)

ARTICLE L38.00 - ACTING PRINCIPAL OR VICE-PRINCIPAL

- L38.01 Should a Principal or Vice-Principal be absent from his/her duties for a period greater than five (5) days or there be an unfilled position, the Board may appoint a Teacher to the position of Acting Principal or Acting Vice-Principal, as the case may be. The Union shall be notified of Acting Principal or Acting Vice-Principal assignments.
- L38.02 An Acting Principal or Acting Vice-Principal shall serve in an acting capacity for one (1) year less one (1) day. For greater clarity, the one year shall mean twelve (12) calendar months.
- L38.03 Where circumstances warrant, following agreement between the Board and the Union, a Teacher may continue in the acting role for a second year.
- L38.04 In no case shall the appointment exceed two (2) years.
- L38.05 A Teacher appointed under the provisions of Article L39.01 shall assume the duties of the administrator and shall be replaced by an Occasional Teacher.
- L38.06 The Teacher shall receive the same salary and be entitled to the same working conditions as other Principals or Vice-Principals who have the same administrative experience and hold an equivalent position with the Board.
- L38.07 A Teacher in an Acting Principal or Acting Vice-Principal position shall continue as a member of the Union with all rights and privileges subject to any modifications indicated in the Agreement.
- L38.08 The Teacher in an Acting Principal/Vice-Principal role shall be entitled to return to the Teacher's former position if it still exists, or a comparable position if it does not, in accordance with the surplus/redundancy provisions of the Agreement.
- L38.09 A Teacher in an Acting Principal or Acting Vice-Principal position shall continue to accrue seniority and have Union dues and the levy(ies), if applicable, deducted.

- L38.10 A Teacher appointed under the provisions of Article L39.05 or L39.07 shall be covered by the Board's liability insurance in the same manner and to the same extent that a Principal or Vice-Principal is covered.

ARTICLE L39.00 – ADMINISTRATOR ASSIGNMENTS

- L39.01 Effective January 2021, the Board will provide the Local with the Administrator assignments for the following September school year by May 1.

ARTICLE L40.00 – RETURN TO WORK MEETING PROTOCOL

- L40.01 Upon an employee indicating they are returning to work from illness:
- a) If requested, the employee will be allowed to have a meeting scheduled with a Local representative, and a representative from Abilities and Wellness, to discuss possible accommodations.
 - b) Accommodations will be put in place, prior to returning to work, in accordance with the medical documentation provided and Board procedure.
 - c) If required, Abilities and Wellness in conjunction with the Local will create a return to work plan. During this process medical information may be shared.
 - d) The return to work plan will be shared with the employee and the school principal in terms of accommodations only and will not include medical documentation or information. All medical information will remain confidential to Abilities and Wellness and the Local.
 - e) If there is a time delay in organizing a return to work meeting on the part of the employer, the employee will remain off work, receive full salary, with no deduction in sick leave credits, until the meeting has occurred.
 - f) Where it is determined by the Teacher's medical practitioner that a Teacher requires accommodation, the board, in consultation with the Teacher and the Union, shall cooperatively develop an accommodation plan.

ARTICLE L41.00 - DEFINITIONS

Except where otherwise stated, the terms employed herein shall have the same meaning as defined by or used in The Education Act and Regulations and amendments thereto and The Education Quality Improvement Act, 1997 and its regulations and amendments thereto and any successor statutes.

- a. Administration - member(s) of the senior administration (Associate Directors, Superintendents of Student Achievement or designates) of the Thames Valley District School Board.
- b. Bargaining Agent - Provincial: Elementary Teachers' Federation of Ontario.
- c. Board - shall be defined as the Thames Valley District School Board.
- d. Day - a school day unless otherwise stipulated in the Agreement.
- e. Learning Coordinator / Special Assignment Teacher - a Teacher appointed by the Board to work with Teachers, Principals, Vice-Principals and Administrators to carry out the responsibilities assigned in a special area.
- f. Leave of Absence - For the purposes of Articles L25.43, L25.51 and L25.53, time spent on a leave of absence of more than one (1) year shall not include time spent on the statutory portion of a pregnancy, parental or adoption leave or a part-time leave under Article L28.02 or Federation leave as specified in Article L29.01. Time spent on an Extended Leave under the provisions of Articles L13.14 and L14.13 and all other leaves of absence not listed above shall count as time spent on a leave of absence for the purposes of Articles L25.43, L25.51 and L25.53.
- g. Local - the Elementary Teachers' Federation of Ontario Thames Valley Teacher Local.
- h. Part-Time Teacher - a Teacher employed by the Board on a regular basis for other than full time duty.
- i. Principal - an administrator appointed by the Board to carry out the role prescribed by the Acts and Regulations of the Ministry of Education and Policies and Procedures of the Board.
- j. Program Needs - educational programs approved by the Ministry of Education and Training under The Education Act and Regulations.
- k. Qualified - means qualified in accordance with The Education Act and Regulations made thereunder and "qualifications" has a corresponding meaning.
- l. Seniority List - a list of all permanent and probationary elementary Teachers employed by the Board listed by order of seniority from greatest to least as defined in Article L21.

- m. Spouse - has the same meaning as in the Family Law Act (2000 December 21).
- n. Teacher - means a member of the Elementary Teachers' Federation of Ontario employed as a permanent or probationary Teacher by the Board.
- o. Union - provincial organization of the Elementary Teachers' Federation of Ontario.
- p. Vice Principal - an administrator appointed by the Board to assist the Principal in carrying out administrative duties described and assigned by the Principal.
- q. ETFO Membership

The Teacher will be a member of ETFO:

- i. If they are teaching in an elementary school (with the exception of Teachers on a cross panel transfer), or
- ii. If a majority of their teaching assignment is with elementary students (JK to Grade 8) in an alternate setting or a school with both elementary and secondary students.

(See also Central [Article C2.00](#) for Definitions)

LETTER OF UNDERSTANDING #1

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

Elementary Teachers' Federation of Ontario Thames Valley (hereinafter called the 'Union')

Re: Parent/Guardian-Teacher Interviews

Effective September 1, 2005, realizing that Parent/Guardian-Teacher interviews may significantly extend the length of the school day for Teachers, the following procedures will be implemented if a professional activity day(s) is allocated by the Board for Parent/Guardian-Teacher interviews. Following input from staff, the professional activity day shall be structured such that it enables Teachers flexible arrival and/or departure times in recognition of their extended day(s).

LETTER OF UNDERSTANDING #2

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the 'Union')**

RE: Peer Coaching and Mentoring

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

LETTER OF UNDERSTANDING #3

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the 'Union')**

Re: Instructional Day – Lester B. Pearson

For the term of this Agreement, Lester B. Pearson may have a different instructional day for students. In no case shall the instructional day for a Teacher(s) be more than 300 minutes.

LETTER OF UNDERSTANDING #4

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the 'Union')**

Re: W.D. Sutton

When an Elementary Teacher vacancy exists with W.D. Sutton, the site location will be included in the staffing process outlined in Article L25.

Where there is a demonstrated need to transfer a Teacher to a different work location:

1. The Principal will endeavor to minimize the impact on all Teachers within W.D. Sutton and minimize any increase in commuting distances for affected Teachers.
2. The Principal will meet with the affected Teacher(s) to discuss the transfer.
3. Following the meeting(s) described in 2, the Principal, the Union and the Superintendent of Human Resources will meet to review the proposed transfer(s).

In addition to the process outlined above, changes to work locations of Teachers within W.D. Sutton can occur with the mutual agreement of all affected Teachers.

LETTER OF UNDERSTANDING #5

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the Union')**

RE: Report Card Committee

The Thames Valley District School Board and ETFO Thames Valley Teacher Local agree to the following:

- The mandate of this Committee is to review procedures and consistency in the production of Report Cards;
- The Board commits to three (3) Program Committee meetings per year. The final meeting will occur once the final draft calendar for the next school year has been approved by the Ministry of Education
- At the final Report Card Committee meeting of the year, an Elementary Reporting Timelines document will be created. The document will outline the reporting periods and applicable timelines for the completion of report cards submitted to the Administrator, return of report cards to the Teacher and date for reports to go home
- Membership of the Committee will include, but not limited to:
 - 2 ETFO Released Officers
 - 1 Teacher
 - 1 Superintendent of Student Achievement (responsible for Report Cards)
 - 1 System Principal (responsible for Report Cards)

LETTER OF UNDERSTANDING #6

BETWEEN

Thames Valley District School Board (hereinafter called 'BOARD')

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the Union')**

Violence Resource Support

Whereas the Parties are subject to a Collective Agreement which contains Article L19.00 – Violence Prevention and Central Letter of Understanding #3 – Violence in Schools;

The Board and the Union agree to work towards a reduction of violence in schools. As such, an online reporting tool for violent incidents has been developed and shall be maintained for the duration of this Letter of Understanding. Training on proper utilization of the reporting tool and criteria for reporting shall be communicated to all teachers in accordance with the Central Letter of Understanding #3. Any investigative processes or resources allocated as a result of the submission of an online incident report shall be in accordance with Board Policy and Procedure.

Further, the Parties agree on a without prejudice and precedent basis that for the duration of the Collective Agreement, a teacher be seconded to the Union in the position of ETFO Health and Safety Staff Officer for the purpose of both addressing violence within the elementary schools and supporting the objectives as outlined below.

Specifically, the purpose of this ETFO Health and Safety Staff Officer will be to work collaboratively between the Board and the Union to educate staff, advocate for supports, and develop resources to ensure that all elementary contract teachers are supported when addressing concerns over violence while continuing to provide student support. The specific roles and goals of this ETFO Health and Safety Staff Officer will be the following:

- Liaise with Principals, Staff, and the TVDSB Health and Safety Department to support schools with an increasing trend of violence to discuss creating a plan to mitigate risk.
- As requested, work collaboratively with school administrators and TVDSB staff to make recommendations or provide feedback on the health and safety considerations in Management of Aggressive Behaviour plans.

- In conjunction with TVDSB's Health and Safety Department, participate in the development of annual training for Principals and Workplace Stewards on topics related to prevention strategies for violence in schools.
- Meet regularly with TVDSB's Health and Safety Department to examine the data related to violent incidences at schools with the goal of addressing concerns, providing support, and developing appropriate responses/resources.
- Work collaboratively with TVDSB employees whose role is to support the mental well-being of staff and/or students on developing resources for:
 - elementary contract teachers who have encountered violent incidents in schools or TVDSB locations
 - elementary contract teachers who require support when working with or having been affected by violent/aggressive students
- Co-create programming and resources in conjunction with Learning Support Services to support:
 - new and experienced educators on how to respond to violent/aggressive situation
 - resources for Principals and staff to use that align with Safe Schools Policy and Procedure in eliminating violence in schools
- Co-create programs with the TVDSB's Health and Safety Department specifically on how to ensure a safe working environment
- As per the Letter of Understanding, participate as one of the ETFO Released Officers on the Safe Teaching and Learning Environments Committee. Participation will include collecting and reporting the Joint Health and Safety Officer's involvement in the following:
 - school-based incidents and reported concerns
 - resources and training that have been developed and implemented
 - examples of collaborative work with Board representatives such as staff in the Health and Safety and Safe Schools departments
- The Union shall reimburse the Board for the replacement costs of this position at a rate of A3, Year Zero. This position shall have a responsibility allowance of 10%. The Parties shall equally share the cost of the responsibility allowance provided to the position as noted above.

This letter of agreement shall expire on 2026 August 30

LETTER OF UNDERSTANDING #7

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the Union')**

Communication Protocol

The Board and Teachers will be respectful of non-work hours.

School Administrators and Teachers will make every reasonable effort to limit communication during the period beginning Friday at 6:00 p.m. until Sunday at 6:00 p.m.

Teachers have the right to not respond to any communication apart from the exceptional circumstances outlined below during this time. There will be no reprisal if a Teacher does not respond to a non-exceptional communication.

Exceptions would include the following: TVARRIS being inoperative, inclement weather, emergency or urgent situations.

LETTER OF UNDERSTANDING #8

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the Union')**

Technology

Subject to funding, the Board will ensure a device equipped with Board approved software is made available to all permanent and active Elementary Teachers. This device is to be used for work-related activities.

LETTER OF UNDERSTANDING #9

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the Union')**

RE: Focus Group

The Thames Valley District School Board and ETFO Thames Valley Teacher Local agree to establish a focus group comprised of an equal number of parties from the Board and the Local Union Executive. The mandate of this group will be to identify obstacles and recommend solutions so that minimum preparation time blocks of 30 minutes can be scheduled system-wide where possible in order to meet the commitment of article L16.04 (g). The group shall have their first meeting no later than ninety (90) days post-ratification. This letter shall expire 2026 August 31.

LETTER OF UNDERSTANDING #10

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the Union')**

RE: Staffing of Schools Guideline

The Thames Valley District School Board and ETFO Thames Valley Teacher Local agree to the following Staffing of Schools Guideline. It is recognized by the parties that the staffing obligation rests with administration and will be done in a manner that is consistent with the Human Rights Code, the Education Act, and the Collective Agreement.

The Teacher Preference Form will be used as a framework to support this Guideline. The Teacher Preference Form is to be completed and submitted by each teacher on or before February 15th and will be used as a framework for allocating Teacher assignments within the building in accordance with the process preceding Article L25.34 (prior to Round One staffing). If no preference is identified on the Teacher Preference Form, or if the Preference Form is not returned, the administration will assume the Teacher has no preferences.

If a teacher has been in the same assignment for ten (10) or more years, and they are being moved more than two grade levels (either up or down) or from a non-classroom assignment to a classroom assignment, the following shall apply:

a) the Administrator will have a discussion with the Teacher before confirming their assignment to discuss the reasons for the change and to allow the teacher to identify barriers to the assignment. The Administrator shall consider the barriers identified by the teacher and make necessary adjustments, if any. If the teacher still has concerns about the assignment, they will notify the Administrator who will contact the school Superintendent, copying Human Resources (who will notify the Union). The Union will be informed of the disposition of this matter.

b) if the Teacher is re-assigned following the process set forth in the above paragraph, and their original assignment is posted during the staffing rounds that year, the Teacher shall have a first right of refusal for that assignment.

1. The identified preferences on the Teacher Preference Form shall be considered when staffing positions within the school.
2. If the preferences cannot be granted, the impacted Teacher(s) shall be assigned to any vacancy for which they are qualified, endeavouring to keep them within their current division.
3. When vacancies exist within the school staffing allocation, Teachers may be given the opportunity to fill these vacancies through conversation and mutual consent between the Principal and Teacher(s) with consideration of the identified preference on the Teacher Preference Form.
4. Prior to each round of postings as referenced in Articles L25.34 to L25.47, assignments may be changed based on qualifications, Teacher Preference Form and with mutual consent between the Principal and the Teacher(s).
5. The LST allocation(s) is recommended to be assigned in the largest complement wherever operationally possible. For example, a 1.4 FTE LST allocation may be staffed with a 1.0 FTE Teacher and a 0.4 FTE Teacher.
6. The Guidance Lead allocation is recommended to be assigned to one (1) Teacher where operationally possible. An intermediate teacher should be given preference.

LETTER OF UNDERSTANDING #11

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the Union')**

RE: Positive School/Worksite Climate

Where numerous employee concerns have been raised within a school in relation to school climate, the Union may request a meeting with the Superintendent of Human Resources, to bring forward specific concerns for review. If upon review, further action is required, the Board will follow its policies, procedures and processes to identify the root causes and to make a plan of action to address and/or resolve the concerns.

LETTER OF UNDERSTANDING #12

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the Union')**

RE: Instrumental Music

Over the term of this Collective Agreement, the Board and the Union will meet to review the concept, and examine the operationalization, of staffing each elementary school with a qualified teacher to teach intermediate instrumental music.

The Parties commit to meeting no later than 2024 October 15.

Membership of the Committee will include, but is not limited to:

- 2 ETFO Released Officers
- 1 Superintendent of Student Achievement (responsible for The Arts)
- System Principal (responsible for The Arts)
- 1 Staffing Designate

LETTER OF UNDERSTANDING #13

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the Union')**

RE: Positive Behaviour and School Culture Committee

The parties agree that safe teaching and learning environments is a shared goal. In addition, the parties acknowledge that appropriate conduct in schools is essential for successful educational outcomes and a positive school climate. A positive school climate includes expectations that everyone actively promotes and demonstrates positive behaviours and interactions, to create, foster and sustain a school community that is safe, inclusive, and accepting for all. The mandate of this Committee is to provide and receive information and make recommendations for system-level supports/resources in relation to safe teaching and learning environments, in accordance with discussions arising out of Central Letter of Agreement #16.

The Board commits to four (4) Program Committee meetings per school year.

Membership of the Committee will include, but not be limited to:

- 4 ETFO Released Officers
- 1 Superintendent of Student Achievement (responsible for Special Education)
- 1 Superintendent of Student Achievement (responsible for Safe Schools)
- 1 Superintendent of Human Resources
- 1 Associate Director of Learning Support Services

LETTER OF UNDERSTANDING #14

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**Elementary Teachers' Federation of Ontario Thames Valley
(hereinafter called the Union')**

RE: Acting Vice-Principal Assignments

Acting Vice-Principal assignments shall only be staffed within one school.

APPENDIX A - STATEMENT OF AGREEMENT

DEFERRED SALARY LEAVE PLAN

THIS AGREEMENT made this _____ day of _____, 20____, between THE THAMES VALLEY DISTRICT SCHOOL BOARD, hereinafter called the “Board”, and THE ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO - THAMES VALLEY TEACHER LOCAL, hereinafter called the “Union” and _____ of the _____ of _____ in The County of _____, hereinafter called the “TEACHER”.

1. The Board agrees to employ the Teacher for _____ years beginning 20____ September 01 at the rate of _____% of the Teacher’s proper grid salary and any applicable allowances for each of the _____ consecutive years, during which the Teacher will teach _____ years. Payment (less any lawful deductions, and including full fringe benefits) shall be in accordance with the Collective Agreement between the Board and the Union in effect during each of the _____ years of the plan.
2. The Teacher agrees to teach for _____ of the _____ years of this agreement in accordance with the plan as described in the Collective Agreement in effect on the date of the signing of this document. The Teacher will take a _____ leave of absence from 20____, _____ to _____, _____ subject to the hiring of a suitable replacement by the Board.
3. It is understood and agreed by all parties to this agreement that nothing in this agreement shall contradict any of the articles in the Collective Agreement between the Board and the Union or any acts or regulations of the province of Ontario or the Federal government.

In witness whereof, the Teacher and the appropriate officers of the Board and the Union have signed this document.

Signature of Superintendent of Human Resources, Organizational Support Services

Signature of the President of ETFO - Thames Valley Teacher Local

Signature of Chief Negotiator of ETFO - Thames Valley Teacher Local

Signature of Teacher

✍

I HEREBY DESIGNATE _____ AS BENEFICIARY OF THE PROCEEDS OF
THIS DEFERRED SALARY LEAVE PLAN.

Teacher's Signature

Date

APPENDIX B - HISTORICAL REFERENCE ONLY

RETIREMENT GRATUITY AND R.R.S.P. COLLECTIVE AGREEMENT PROVISIONS FROM PREDECESSOR BOARDS

ARTICLE 11 - RETIREMENT GRATUITIES

- 11.01 A Teacher employed on 1998 August 31 by the Thames Valley District School Board under the provisions of the Agreements of the predecessor Boards forming the Thames Valley District School Board shall have her/his Retirement Gratuity entitlements continue in full force until she/he retires under such provisions unless the Teacher resigns or is terminated prior to retirement. This includes the Group R.R.S.P. for employees of the Board of Education for The City of London Policy #GS-R34148, effective 1992 January 01.
- 11.02 All provisions governing Retirement Gratuities existing in the Agreements named in Article 11.01 shall be deemed to form part of the Agreement and shall be attached as Appendix B.
- 11.03 The Board shall maintain a record of all Teachers eligible for each applicable Retirement Gratuity named in Article 11.01. A copy of this record shall be provided to the Union.
- 11.04 The Board, upon receipt of an intent to retire from a Teacher named in Article 11.03, shall inform the Teacher of her/his Retirement Gratuity entitlement.
- 11.05 Notwithstanding the provisions of Article 11.01 stipulating that a Teacher must be eligible for an unreduced pension, a Teacher to whom the provisions of Article 11.01 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria set forth in Article 11.01 if that Teacher exercises the commuted value transfer option under the Ontario Teachers' Pension Plan within two (2) years of the date on which the Teacher would lose the right to exercise that option.
- 11.06 (i) Subject to Canada Customs and Revenue Agency regulations, and where a teacher is eligible for a gratuity, the gratuity is available in one (1) lump sum payable during a period ranging from one (1) month to one (1) year after retirement, or two (2) equal payments, one at the time of leaving and the other in the next calendar year, at the option of the Teacher provided said Teacher has advised the Board in writing thirty (30) days prior to retirement.
- (ii) Notwithstanding the provisions of Article 11.06 (i), a Teacher eligible for the Oxford Retirement Gratuity provisions may receive gratuity payments in two (2) equal payments in accordance with the provisions set forth in Appendix B, page 63.

- 11.07 A Sick Leave Credit Gratuity may be paid to the estate of a Teacher covered by Article 11.01 whose death occurs before retirement, while under contract with the Board. The amount of the gratuity, if any, shall be calculated as though the Teacher had retired on the day before the Teacher's death.

LETTER OF UNDERSTANDING

The following Letter of Understanding relates to the monies returned to the TVDSB by Educators Financial Group (EFG) for those Teachers who have neglected to enroll for their RRSP entitlement as per Article 12.

The Board will make a reasonable effort to contact those Teachers to sign an Enrollment Form and a Statement of Agreement as outlined in the Letter of Intent- RRSP Accounts dated 2001 June 28 of the current Collective Agreement

By December 31st 2009 and in each subsequent year, any monies outstanding will be forwarded to ETFO Thames Valley Local. The Board will be held harmless of any claims, suits or attachments and any form of liability resulting from the implementation of this Letter of Understanding.

Dated: May 15, 2009

ARTICLE 12 - REGISTERED RETIREMENT SAVINGS PLAN

- 12.01 A twelve hundred dollar (\$1 200) one time RRSP will be provided to each eligible Teacher (pro rated for Teachers who are in part-time assignments or who work part of that school year) employed who has successfully completed his/her probationary period and who has not received the amount during the 1998-2001 Collective Agreement periods under the following provisions:

- (a) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Elgin County Board of Education on 1997 December 31 and who had an effective date of hire with that Board between 1979 January 03 and 1997 December 31; and
- (b) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Oxford County Board of Education on 1997 December 31 and who had an effective date of hire with that Board between 1979 August 31 and 1997 December 31; and
- (c) Teachers currently employed by the Thames Valley District School Board with an effective date of hire with the Thames Valley District School Board between 1998

January 01 and 1998 August 31 who, during that time, worked under the terms and conditions of either the Elgin County Board of Education or the Oxford County Board of Education Collective Agreement with their respective elementary federations.

- 12.02 The Board shall contribute one thousand two hundred dollars (\$1 200) to each Teacher (pro rata for part-time Teachers) employed under the following provision:

Teachers hired by the Thames Valley District School Board with an effective date of hire on or after 1998 September 01 upon completion of her/his probationary period, who remain in the employ of the Board and who have not received the amount during the 1998-2001 Collective Agreement periods.

The Parties agree that the provisions of Article 12.02 noted above do not apply to a Teacher hired into the elementary bargaining unit by the Thames Valley District School Board on or after 1998 September 01 if that Teacher has received a retirement gratuity, Registered Retirement Savings Plan contribution or other retirement or resignation payment in lieu of a retirement gratuity from the Thames Valley District School Board or one of the predecessor Boards of the Thames Valley District School Board.

- 12.03 The applicable amount set forth in Articles 12.01 and 12.02 shall be deposited in an account of the Teacher's choice with the Ontario Teachers' Group Investment Funds subject to the provisions to which the Parties have agreed as outlined in the Letter of Intent - RRSP Accounts.

- 12.04 The implementation of any and all provisions under Article 12 shall be in compliance with the Income Tax Act.

1. ELGIN

11.03 Retirement Gratuity Plans

Plan "A"

This refers to the plan operated by the former St. Thomas Public School Board and the Central Elgin District High School Board. This plan applies only to those Teachers who selected it prior to January 1, 1970 as per the salary agreement for September 1969 to August 31, 1970. A copy of this plan will be provided upon the request of a Teacher.

Plan "B"

This plan applies only to Teachers who were employed by The Elgin County Board of Education between September 1, 1969 and September 1, 1972 and those Teachers employed by former Boards in Elgin County with the exception of those Teachers employed by the prior St. Thomas

Public School Board and the Central Elgin District High School Board who chose Plan A prior to January 1, 1970.

- 1) A Retirement Gratuity shall be paid to an eligible Teacher who leaves the employment of The Elgin County Board of Education on account of age or health provided the Teacher qualifies for, and is granted a pension under the Teachers' Pension Act, 1989.
- 2) To be eligible, a Teacher shall have been employed by the Board for a minimum of ten consecutive years immediately prior to retirement.
- 3) The retirement gratuity shall be calculated in accordance with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \text{Accumulated Days (not exceeding 200 days)}$$

The gratuity cannot exceed 50% of the last year's salary.

- 4) The gratuity is available in a lump sum payable during a period ranging from one month to one year after retirement, at the option of the Teacher.
- 5)
 - i) On the death of any Teacher who has been employed by the Board for a minimum of five years immediately prior to the Teacher's death, that Teacher's estate shall receive an amount equal to one-half of the sick leave accumulated by that Teacher during the Teacher's employment with the Board immediately prior to the employee's death, multiplied by 1/200 of the annual salary being paid at the time of death.
 - ii) The Death Benefit shall be calculated with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not to exceed 200)}}{2}$$

The Death Benefit shall not exceed 50% of the last year's salary.

Plan "C"

This plan applies to Teachers employed by The Elgin County Board of Education with duties commencing September 1, 1972 or thereafter, but before January 4, 1979.

- 1) A Retirement gratuity shall be paid to eligible Teachers who leave the employment of The Elgin County Board of Education on account of age or health provided the Teacher qualifies for, and is granted a pension under the Teachers' Pension Act, 1989.
- 2) To be eligible, a Teacher shall have been employed by the Board for a minimum of ten consecutive years immediately prior to retirement.

3) The Retirement Gratuity shall be calculated in accordance with the following formula:

$$\frac{\text{No. of Days Cumulative Sick Leave (Not to exceed 200 days)}}{200} \times \frac{\text{Last Year's Salary} \times \text{\# Years in Elgin County}}{100}$$

The gratuity cannot exceed 50% of the last year's salary.

4) The gratuity is available in a lump sum payable during a period ranging from one month to one year after retirement, at the option of the Teacher.

5) i) On the death of any Teacher who has been employed by the Board for a minimum of five years immediately prior to the Teacher's death, that Teacher's estate shall receive an amount equal to one-half of the sick leave accumulated by that Teacher during the Teacher's employment with the Board immediately prior to the Teacher's death, multiplied by 1/200 of the annual salary being paid at the time of the Teacher's death.

ii) The Death Benefit shall be calculated with the following formula:
$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not to exceed 200 days)}}{2}$$

The Death Benefit shall not exceed 50% of the last year's salary.

2. LONDON

10.3.1.4 Sick Leave Credit Gratuity

Notwithstanding Article 10.4.2 of the Collective Agreement, whereas, in the case of a Teacher hired prior to 1964 September 01, the accumulated sick leave credit to that date represented only one-half the unused annual sick leave credits, and the gratuity formula then in effect gave full credit for such accumulation, effective from 1969 June 26, in computing any gratuity becoming payable on or after the latter date, in the case of a Teacher whose service has been continuous from 1964 August 31, the accumulated sick leave credit shall be doubled, subject to a maximum of 200 days in total, and a special accumulated credit shall be recomputed to the date of termination, subject to the rules of, and using the same debits and credits as occurred in the operation of, the sick leave plan since 1964 September 01, and subject at all times to the maximum accumulation permitted under the plan.

10.3.1.5 Pension Requirements

(a) A Teacher intending to retire to pension shall notify the Board in writing of the Teacher's intention to do so not later than the last teaching day in the month of December prior to the calendar year during which the Teacher intends to retire.

- (b) Failure to so advise the Board shall relieve the Board of responsibility of payment of any sick leave credit gratuity to which the said Teacher may be entitled until January of the year immediately following the year in which the Teacher retires.

10.4 Sick Leave Credit Gratuity

10.4.1 A Teacher whose contract of employment commenced before 1978 January 01 shall be entitled to:

1. be paid, or if deceased the Teacher's estate shall be paid, a gratuity equal to the value calculated by Article 10.4.2, subject to a maximum gratuity of one-half of the Teacher's total salary on date of termination, provided the Teacher:
 - (a) ceases to be employed by the Board by reason of:
 - (i) death,
 - (ii) permanent disability,
 - (iii) retirement directly to Teacher pension with allowances commencing on the first day of the month in which the Teacher ceased to be employed, or
 - (iv) retirement specially approved by the Board, and
 - (b) has completed ten years of continuous service with the Board immediately prior to the date of cessation of employment.
2. Notwithstanding Article 10.4.1.1 above, accumulate and carry into the following school year unused sick leave credits to a maximum of:
 - (a) 200 days for the purpose of sick leave,
 - (b) 240 days for the purpose of sick leave credit gratuity only.

10.4.2 The formula for calculating the sick leave credit gratuity shall be as follows:

$$\text{Gratuity} = \frac{\text{Accumulated Sick Leave To Date of Termination}}{2} \times \frac{\text{Gross Annual Salary On Date of Termination}}{200}$$

3. MIDDLESEX

15.08 Retirement Gratuity

- (i) A full-time employee shall be entitled to the payment of an allowance on retirement if the employee has completed ten (10) or more continuous years of service

with the Board or its predecessors and if the employee fulfils the requirements of one (1) of the following sections:

- (a) is a contributor to the Ontario Teachers' Pension Plan and is eligible for an unreduced pension under the then existing provisions of the Ontario Teachers' Pension Act;

OR

- (b) is a contributor to the Ontario Teachers' Pension Plan, is 60 or more years of age, and is eligible for a pension under the then existing provisions of the Ontario Teachers' Pension Plan.

- (ii) The retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = A \times \frac{B}{200} \times \frac{C}{25} \times 50\%$$

Where

- A represents the number of days sick leave accumulated to a maximum of two hundred (200) days
- B represents the number of years of service with the Board or its predecessor Boards to a maximum of twenty-five (25) years of service
- C represents the annual salary in either
 - a) the school year of retirement or
 - b) the year in which the Teacher attains thirty-five (35) years of pension service credits, whichever is the lesser salary.

15.09 Notwithstanding the requirement contained in Article 15.08 i) that a Teacher be employed on a full-time basis, a Teacher to whom Article 15.08 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 15.08 based on the actual salary earned by that Teacher, if previously that Teacher was a full-time Teacher, became a part-time Teacher, has accumulated twenty-five (25) years of equivalent full-time service and still retains the right to return to full-time employment.

15.10 Notwithstanding the provision of Board Policy 300-5, as revised 1995 03 06, stipulating that a Teacher must be eligible for an unreduced pension, a Teacher to whom Article 15.08 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 15.08 if that Teacher at age fifty-three

(53) or fifty-four (54) exercises the commuted value transfer option under the Ontario Teacher's Pension Plan.

4. **OXFORD**

15.07 Sick Leave Credit Gratuity Payable on Retirement

- (a) A Teacher who retires from the staff of The Oxford County Board of Education is entitled to a sick leave retirement gratuity if the Teacher qualifies under the terms of Plan A or Plan B. To qualify for either plan, the Teacher must be eligible for a pension to commence payment as certified by the Teachers' Pension Plan Board immediately upon retirement (within two months of the termination of the contract). Furthermore, to qualify the Teacher must give written notice to the Board of intention to retire and of termination of the contract as follows: prior to November 30 in the case of retirement and termination of the contract on December 31; or prior to May 31 in the case of retirement and termination of the contract on August 31. A Teacher who is otherwise eligible and who wishes to retire on a date other than December 31 or August 31 may qualify only if the Board, in its discretion, agrees.

Plan A: This Plan applies to a Teacher who commenced continuous employment with The Oxford County Board of Education or any predecessor of the Oxford Board prior to September 1, 1979. The amount of the sick leave credit gratuity shall be calculated as follows:

$$\begin{array}{ccccccc} \text{Gross Salary of} & & & & & & \\ \text{Final Year} & & \times & & \frac{\text{"A"}}{200} & \times & \frac{\text{"B"}}{20} \\ 2 & & & & & & \end{array}$$

Plan B: This Plan applies to a Teacher who commenced continuous employment with The Oxford County Board of Education with duties commencing September 1, 1979 or thereafter. The amount of sick leave credit gratuity shall be calculated as follows:

$$\begin{array}{ccccccc} \$8,000 & & \times & & \frac{\text{"A"}}{200} & \times & \frac{\text{"B"}}{20} \end{array}$$

For both Plans:

"A" = Number of unused sick leave days, not in excess of 200, accumulated during employment with the Board or with any predecessor of the Oxford Board. For the purpose of calculating Sick Leave Credit Gratuity Payable on retirement, only sick leave credits earned, unused and accumulated while in the employ of the Board or any predecessor of the Oxford Board shall be taken into account.

"B" = Number of full-time or equivalent years, not in excess of 20, with the Board or with any predecessor of the Oxford Board.

- (b) Maximum gratuity shall not exceed 50% of the salary of the final year.
- (c) Payment of the gratuity may be made by a method mutually agreeable to both the Board and the Teacher and consistent with legislative requirements. Preferred methods of payment are one lump sum payment at the time of leaving or two equal payments, one at the time of leaving and the other in the next calendar year.
- (d) A Sick Leave Credit Gratuity shall be paid to the estate of a Teacher whose death occurs before retirement, while under contract with the Board. The gratuity shall be calculated as though the Teacher had retired, under circumstances which would qualify the Teacher for the gratuity, on the day before the Teacher's death.

PROVISO: Teachers Commencing Employment After August 31, 1971

A Teacher commencing employment with the Board after August 31, 1971, shall not be eligible for sick leave credit retirement gratuity benefits unless that Teacher has, at the date of retirement, completed at least seven years full time employment with the Board. Credit shall be allowed for the qualifying seven (7) years of employment in calculating the amount of the benefit.

CATEGORY DEFINITIONS FROM PREDECESSOR MIDDLESEX COLLECTIVE AGREEMENT

ARTICLE VII - CATEGORY DEFINITIONS

7.01 Category definitions governing the payment of basic salaries are as set forth below.

Category A Ontario Teacher's Certificate or equivalent

Category A1 Ontario Teacher's Certificate or equivalent plus a degree granted by an accredited university upon successful completion of a three year university degree program beyond Ontario Grade 13 or equivalent. Such a degree will normally require fifteen (15) full courses or ninety (90) semester hours exclusive of one (1) year or equivalent of basic Teacher training.

Category A2 Ontario Teacher's Certificate or equivalent plus
(1) a three-year university degree as defined above which contains a minimum of five (5) full university courses in one (1) specified academic subject area or a minimum of eight (8) full university courses in two (2) specified academic subject areas [at least four (4) full courses in each area]. The courses in the

specified academic subject area(s) must have an overall average of second class standing.

OR

- (2) a degree granted by an accredited university upon successful completion of a four-year university degree program beyond Ontario Grade 13 or equivalent. Such a degree will normally require twenty (20) full courses or one hundred and twenty (120) semester hours exclusive of one (1) year or equivalent of basic Teacher training.

OR

- (3) for those holding the qualifications for Category A 1, those qualification plus
 - a) any combination of five (5) additional Ontario Ministry of Education and Training, Kodaly or full University courses from an accredited University other than those for which a postgraduate degree allowance is paid

OR

- b) a Primary Specialist Certificate obtained prior to 1972 by two (2) years of Teacher training

OR

- c) A.R.C.T. or A.T.C.M. or A.O.C.A. qualifications.

NOTE: Teachers who held Category A 2 (formerly Level 5) placement as of 1978 08 31 under the terms of the 1977-78 Agreement will retain this Category placement.

Category A3 Ontario Teacher's Certificate or equivalent plus

- (1) a four-year university degree as defined above which contains a minimum of nine (9) full courses in one (1) single specified academic subject area or a minimum of fourteen (14) full courses in two (2) specified academic subject areas with not fewer than six (6) full courses in either of the two (2) subject areas. The courses in the specified academic subject area(s) must have an overall average of second class standing.

OR

- (2) for those holding the qualifications for Category A 2 (1) above, those qualifications plus

- (a) a Supervisor's and/or Specialist's Certificate in a subject field offered by the Ontario Ministry of Education and Training or the Kodaly Diploma [three (3) full courses]

OR

- (b) a Primary Specialist Certificate obtained prior to 1972 by two (2) years of Teacher training

OR

- (3) for those holding the qualification for Category A2 (1), (2) or (3) above, those qualifications plus

- (a) any combination of five (5) additional Ontario Ministry of Education and Training, Kodaly or full University courses, from an accredited University, other than those for which a postgraduate degree allowance is paid

OR

- (b) A.R.C.T. or A.T.C.M. or A.O.C.A. qualifications

OR

- (c) a Primary Specialist Certificate obtained by two (2) years of Teacher training prior to 1972.

7.01 Category A4 Ontario Teacher's Certificate or equivalent plus

- (1) for those holding the qualifications for Category A 3 (1) above, those qualifications plus

- (a) a Supervisor's and/ or Specialist's Certificate in a subject field offered by the Ontario Ministry of Education and Training or the Kodaly Diploma [three (3) full courses]

OR

- (b) an Honours Specialist or Interim H.S.A. Type "A" Certificate

OR

- (c) a Primary Specialist Certificate obtained prior to 1972 by two (2) years of Teacher training

OR

- (2) for those holding qualifications for Category A3 (1), (2) or (3) above, those qualifications plus

- (a) any combination of five (5) additional Ontario Ministry of Education and Training, Kodaly or full University courses from an accredited University other than those for which a postgraduate degree allowance is paid

OR

- (b) A.R.C.T. or A.T.C.M. or A.O.C.A. qualifications

OR

- (c) a Primary Specialist Certificate obtained prior to 1972 by two (2) years of Teacher training.

OR

- (3) for those holding the qualifications for Category A 2 (1) above, those qualifications plus

- (a) a Physical Education Specialist Certificate plus a B.P.H.E. or B.P.E. with at least a second class average as determined by the University

NOTES RE ABOVE CATEGORY DEFINITIONS

1. In Category A2, A3 and A4, the Teacher must stipulate whether the courses are to be used to advance to a new category or for a postgraduate degree.
2. A Principal holding one (1) of the Specialist Certificates mentioned in any of the above definitions may be placed in the salary level in question only if the Certificate is related to a program offered in the school of which the Principal is placed in charge.
3. The Principal's Certificate shall not be counted for salary upgrading, but Ministry of Education and Training summer or winter courses taken prior to September 1, 1969 towards a Principal's Certificate and/or University courses taken towards a Principal's Certificate may be used for salary upgrading purposes only by Principals who held principalships in this system on September 1, 1977.

4. If one (1) or two (2) Ministry courses are a prerequisite for a Specialist's or Supervisor's Certificate, the final Certificate may be used for category placement OR the individual courses may be used, but not both.
- 7.02 A Teacher who qualifies for a category change or post graduate degree allowance, as a result of a course taken prior to September first (1st) in a given calendar year, shall receive the appropriate differential amount retroactive to September first (1st) of that calendar year if the required documentation is received at the Education Centre prior to April 1st of the following year. The Superintendent of Personnel may extend the April 1st date if said Superintendent is of the opinion that extenuating circumstances made April 1 a date which could not have been met. When the Superintendent of Personnel extends the date beyond April 1, retroactive payment will be effective January 1 of that year, providing that the required documentation is received at the Education Centre prior to June 30 of that year.

APPENDIX C – LETTER OF INTENT RRSP ACCOUNTS

1. It is the intent of the Parties that individual RRSP accounts, established with the Ontario Teachers' Group, for an individual Teacher are for retirement purposes.
2. The O.T.G. Inc. and the T.V.D.S.B. shall provide in a timely manner the necessary information required of each other to implement this agreement. The ETFO Thames Valley Teacher Local shall assist, when possible, with any communication required with members.
3. The twelve hundred dollars (\$1 200) deposited in each Teacher's account is for retirement purposes. To that end no Teacher employed by the Board shall close nor deduct any money from her/his account for a least the first five (5) years after the account has been established.
4. Each Teacher for whom an R.R.S.P. account has been established under Appendix B Article 12 will sign an agreement acknowledging that she/he will not deduct any money from nor close out her/his R.R.S.P. account in accordance with the terms of Section 3 above.
5. A Teacher is responsible for providing verification of resignation or retirement, in order to close or deduct from her/his R.R.S.P. account within the first five (5) years of its establishment.
6. The payment for all Teachers covered under Appendix B Article 12.01 (a), (b) and (c) shall be made in a timely manner.

7. The payment for all Teachers covered under Appendix B Article 12.02 shall be made in a timely manner during the first teaching month following the completion of his/her probationary period.
8. The pro rata payment for part-time Teachers covered under Appendix B Article 12.02 shall be based on the full-time equivalency of the permanent position held on the last teaching day of the probationary period.

STATEMENT OF AGREEMENT

I hereby acknowledge and give my consent to the provisions contained in the Letter of Intent between the Parties regarding the RRSP provisions as they apply to an individual Teacher. I further agree to indemnify and hold the ETFO Thames Valley Teacher Local, the O.T.G. Inc. and the Board, harmless from any claims, suits or attachments and any form of liability resulting from the implementation of this agreement.

Signature of Teacher

Witness

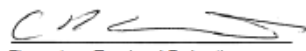
Dated: November 23, 2015



Elementary Teachers' Federation
of Ontario Thames Valley



Thames Valley District School Board




Elementary Teachers' Federation
of Ontario Thames Valley





Thames Valley District School Board

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Collective Agreement to be signed in their respective names by the respective representatives thereunto duly authorized, signed at London on this 3rd day of December 2024

For the Board:


Lynne Griffith-Jones
Thames Valley District School Board



Bethany Martin
Thames Valley District School Board

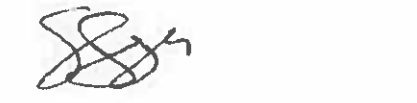

Lyndsey Paff
Thames Valley District School Board

For the Union:


Craig Smith
ETFO Thames Valley Teacher Local


Mark MacLeod
ETFO Thames Valley Teacher Local


Jamie Thom
ETFO Staff


Sabrina Sawyer
ETFO Deputy General Secretary