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ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

C2.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a

purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of 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:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

- e) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

The Parties have agreed to 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.

ETFO TEACHERS – PART B: LOCAL TERMS

ARTICLE 1 – Purpose

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

ARTICLE 2 – Term

- 2.01 This Collective Agreement becomes effective on September 1, 2022 and expire August 31, 2026 and from year to year thereafter unless notice is given by either party pursuant to The School Boards' Collective Bargaining Act.

ARTICLE 3 – Recognition

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

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

ARTICLE 4 – Definitions

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

ARTICLE 5 – Amendments

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

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

ARTICLE 6 – Category Definitions

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

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

6.06 Evaluations

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

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

ARTICLE 7 – Salary and Allowances

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

September 1, 2022 - with 3% increase

YEARS OF EXPERIENCE	A	A1	A2	A3	A4
	0	48,532	53,153	55,365	60,447
1	51,534	56,364	58,824	64,377	67,919
2	54,541	59,572	62,282	68,315	72,183
3	57,553	62,783	65,743	72,245	76,452
4	60,561	65,987	69,203	76,179	80,719
5	63,563	69,280	72,660	80,118	84,986
6	66,574	72,402	76,119	84,049	89,258
7	69,583	75,614	79,581	87,983	93,518
8	72,603	78,820	83,040	91,916	97,788
9	75,596	82,030	86,498	95,855	102,059
10	78,604	85,240	89,956	99,785	106,323
11	82,690	88,445	93,418	103,723	110,591
12	88,445				

September 1, 2023 – with 3% increase

YEARS OF EXPERIENCE	A	A1	A2	A3	A4
	0	49,987	54,748	57,025	62,260
1	53,080	58,055	60,589	66,308	69,957
2	56,177	61,359	64,151	70,364	74,349
3	59,280	64,666	67,715	74,413	78,745
4	62,378	67,967	71,279	78,464	83,141
5	65,470	71,358	74,840	82,521	87,536
6	68,571	74,574	78,403	86,571	91,935
7	71,670	77,883	81,968	90,622	96,323
8	74,781	81,184	85,531	94,674	100,722
9	77,864	84,491	89,093	98,731	105,120
10	80,963	87,797	92,655	102,779	109,512
11	85,171	91,098	96,220	106,835	113,909
12	91,098				

September 1, 2024 with 2.75% increase

YEARS OF EXPERIENCE					
	A	A1	A2	A3	A4
0	51,362	56,253	58,594	63,972	67,361
1	54,540	59,651	62,255	68,132	71,881
2	57,722	63,047	65,915	72,299	76,394
3	60,910	66,444	69,577	76,459	80,911
4	64,093	69,836	73,239	80,622	85,427
5	67,271	73,321	76,898	84,790	89,943
6	70,457	76,625	80,559	88,951	94,464
7	73,641	80,025	84,222	93,114	98,972
8	76,837	83,417	87,883	97,277	103,492
9	80,005	86,815	91,543	101,446	108,011
10	83,189	90,211	95,203	105,605	112,524
11	87,513	93,604	98,867	109,773	117,041
12	93,604				

September 1, 2025 with 2.50% increase

YEARS OF EXPERIENCE	A	A1	A2	A3	A4
	0	52,646	57,660	60,059	65,571
1	55,903	61,142	63,812	69,835	73,678
2	59,165	64,623	67,563	74,107	78,303
3	62,433	68,106	71,317	78,370	82,934
4	65,695	71,582	75,070	82,637	87,563
5	68,952	75,154	78,821	86,910	92,192
6	72,218	78,540	82,573	91,175	96,825
7	75,482	82,025	86,328	95,442	101,447
8	78,758	85,502	90,080	99,709	106,079
9	82,005	88,985	93,832	103,982	110,711
10	85,269	92,467	97,583	108,245	115,337
11	89,701	95,944	101,338	112,517	119,967
12	95,944				

7.02 The Board shall pay Occasional Teachers as follows:

(a) Casual Occasional Teacher:

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

(b) Long Term Occasional Teacher:

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

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

7.03 Head Teacher (When there is no Vice-Principal position at the school)

(a) A Teacher shall be designated, for the full school year, to be in charge of the school while the Principal is absent from the school. The Duties of the Head Teacher shall be determined by the Board and shared in writing with the Teacher prior to them accepting the role.

(b) The Head Teacher shall continue to be a member of the Union, shall pay union dues, and shall not be responsible to evaluate or discipline a Teacher.

(c) The Head Teacher shall be allowed the sum of one thousand five hundred, ninety-five dollars and twenty-four cents (1,595.24) responsibility allowance and shall be appointed by the Board each September.

(d) A Teacher, who assumes this role for more than ½ day shall have release time provided by an Occasional Teacher.

7.04 Teacher in Charge

(a) Should both the Principal and Head Teacher be absent at the same time, the Supervisory Officer shall appoint a Teacher in Charge. The role of a Teacher in Charge shall be voluntary for those Teachers who are not the Head Teacher. A Teacher in Charge shall continue to be a member of the Union, shall pay union dues, and shall not be responsible to evaluate or discipline a Teacher. The duties of a Teacher in Charge shall be determined by the Board and shared in writing with the Teacher prior to accepting the role.

(b) A Teacher who assumes this role for more than ½ day shall have release time provided by an Occasional Teacher.

(c) A Teacher who assumes this role shall be eligible for ½ lieu for every full day accumulated in the assuming role.

ARTICLE 8 – Method of Payment

8.01 Payment Schedule

Effective September 1, 2012, annual salaries will be paid in either twenty-six (26) or twenty-seven (27) equal payments on alternate Fridays. One hundred percent

(100%) of salary will be paid by August 31st.

8.02 Pro-Rated Salary

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

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

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

ARTICLE 9 – Federation Fees

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

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

ARTICLE 10 – Preparation Time

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

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

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

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

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

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

ARTICLE 11 – Accumulated Sick Leave Credits

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

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

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

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

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

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

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

11.06 Absence Statement

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

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

11.08 Inclement Weather

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

11.09 Fifth Disease

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

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

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

- 11.10 a) Where it is determined by the Teacher's practitioner through appropriate medical documentation, that a Teacher requires accommodation, the Board, in consultation with the Union and the Teacher, shall cooperatively develop an accommodation plan
- b) The plans shall address working conditions, as they relate to accessibility and other factors, which may include accommodations, adaptive technologies, additional barriers and adequate modifications

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

ARTICLE 12 – Pregnancy and Parental Leaves

12.01 Effective Date

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

Normal weekly earning to be calculated as follows:

Teacher's annual earnings X 5 days

No. of days in the school year

- (c) The Board shall provide a top up to 100% of the Teacher's salary for the eight (8) weeks of pregnancy leave including the waiting period or as specified otherwise under the central terms.

12.02 Adoption Leave

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

12.03 Child Care Leave

- (a) A Teacher may make a written application for an unpaid Child Care Leave; such a leave may be an extension of a pregnancy or parental leave.
- (b) No Teacher shall expect a Child Care Leave to extend for longer than a three (3) year period. This excludes any time taken under Articles 12.01, 12.02, 12.03.

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

12.04 Sick Leave

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

12.05 Seniority, Benefits and Teaching Experience

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

12.06 Salary upon Return

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

12.07 Termination of Leave

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

12.08 Maximum Leave

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

12.09 Accumulation of Seniority

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

12.10 Position upon Return

Refer to Seniority 15.10 for seniority and job position upon return.

12.11 Supplemental Employment Benefits (SEB) Plan

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

ARTICLE 13 – Participating in Benefit Plans (grayed out)

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

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

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

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

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

14.02 The gratuity shall be calculated as follows:

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

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

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

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

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

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

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

ARTICLE 15 – Redundancy of Certified Elementary School Teachers

- 15.01 A "Redundant Teacher" means a Teacher for whom no position is available within the elementary system for reasons other than incompetence.
- 15.02 When a teaching position is declared by the Board to be redundant, the reduction shall be accomplished, if possible, by attrition through a retirement or a resignation of an elementary school Teacher from the system.
- 15.03 When by May 1, there is no evidence that the elimination of the position can be accomplished as in 15.02, the reduction shall be accomplished by the termination of the contract of an elementary Teacher who is on permanent contract.
- 15.04 Teachers on permanent contract will be declared redundant according to a seniority list. The seniority list shall be posted annually, and made available to the union, on or before April 1st.

Seniority shall be determined as follows:

- a) on the basis of total length of employment as an elementary Teacher with the Board, and with the exceptions based on the requirements for the Education Act and Regulations (i.e. French Teachers and Special Education Teachers), and where such is equal, then
 - b) on the basis of total length of employment as an elementary Teacher in Ontario, and where such is equal, then
 - c) on the basis of total length of employment as a Teacher in Ontario, and where such is equal, then
 - d) on the basis of total length of employment as a Teacher in Canada, and where such is equal, then
 - (e) on the basis of lot, conducted jointly by the Parties.
- 15.05 A Teacher released due to redundancy shall receive a letter to that effect on or before November 30 and May 31, to be effective December 31 and June 30 respectively.

15.06 No Teacher may be hired until all qualified Teachers covered by this agreement, released due to redundancy during the past two (2) years, have had first priority for the available openings starting with the last released Teacher.

15.07 If a Teacher who was released due to redundancy refuses to take an open position when the Teacher is deemed qualified by the Board, then that Teacher forfeits their rights to be rehired under the redundancy clause and at any future openings they will be treated as equal to any other applicant.

15.08 Teaching job opportunities will be posted five (5) school days prior to external posting or consideration of external candidates.

15.09 Mutual Rights and Understandings

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

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

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

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

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

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

15.10 Seniority

- (a) A teacher who is on any paid or unpaid leave of absence, on WSIB or LTD, will accumulate seniority while on the leave up to a maximum of twenty-four (24) consecutive calendar months (2 years). Any leave that extends beyond a 2-year leave will only accumulate seniority for the first 2 years.
- (b) Any teacher returning from a leave of absence which does not exceed twenty-four (24) consecutive calendar months will be assigned to a similar position (including a position of responsibility) held prior to going on leave.
- (c) Any teacher returning from a leave of absence which exceeds twenty-four (24) consecutive calendar months will be assigned to a position they are qualified to teach or a mutually agreed upon position outside of their teaching qualifications.

ARTICLE 16 – EXPENSES

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

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

ARTICLE 17 – Deferred Leave of Absence

17.01 Description:

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

Qualifications:

- a) A Teacher employed by the Board for a minimum of two (2) consecutive years, subject to the approval of the Board.
- b) Must be submitted to the Board before the end of March in the year prior to the commencement of the proposed Deferred Leave of Absence Plan.

- c) The Board's intentions shall be communicated before the end of May in the year prior to the commencement of the proposed Deferred Leave of Absence Plan.
- d) Every effort shall be made by the Board to find a suitable replacement for a Teacher, who has been accepted into a Deferred Leave of Absence Plan, for the time that they will be on leave. If the Board cannot find a qualified replacement, the Teacher must be notified by the Board no later than the end of March prior to the commencement of the leave. In this instance, a Teacher may choose to remain in the plan or may withdraw.
- e) Before a final approval is granted, the Teacher must sign a contract agreeing to the terms of the leave.

Conditions:

- a) Leave may not be for more than one (1) school year.
- b) By the last teaching day in March, in the year of the leave, the Teacher on leave must confirm, in writing to the Board, their intention to return at the end of their leave.
- c) Refer to Seniority 15.10 for seniority and job position upon return.
- d) While on leave, the Teacher shall continue to accrue seniority with The Protestant Separate School Board of the Town of Penetanguishene.
- e) The replacement for the Teacher on leave shall be considered to be placed only while the Teacher is on leave.
- f) Teachers wishing to retain employee benefits coverage must assume the full cost of benefits during the leave. The payment must be made in full before the beginning of the leave.

Monetary Arrangements:

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

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

ARTICLE 18 – Leave of Absence

- 18.01 With the approval of the Board, a Teacher may be granted a leave of absence without pay in other circumstances, except as provided for elsewhere in this agreement. Refer to Seniority 15.10 for seniority and job position upon return.

ARTICLE 19 – Educator Exchanges

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

ARTICLE 20 – Grievance Procedures

- 20.01 A grievance shall be defined as any question, dispute, or difference of opinion involving interpretation, application, administration, or alleged violation of any term, provision or condition of this agreement, or conduct or actions not conforming to the *Teaching Profession Act* or the *Education Act*, including the question of whether a matter is arbitral. The parties agree to resolve all grievances as expeditiously as possible.
- 20.02 The time limits fixed for the grievance procedure under this Agreement may be extended or abridged upon the written consent of the Board and the Union.
- 20.03 One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Union.
- 20.04 Step 1 – Informal Stage
- (a) A Teacher or group of Teachers, who has a complaint relating to the interpretation, application, administration, or alleged violation of this Agreement, shall inform the Principal. Such a complaint shall be brought to the attention of the Principal stating the specific clauses allegedly being contravened and the remedy being sought. The Principal will inform the Supervisory Officer and shall convene a meeting with the grievers(s) within five (5) school days, and attempt to resolve the complaint informally. The Principal shall inform the grievers(s) of their decision within five (5) school days of the meeting. The Teacher or group of Teachers may have the assistance of the Union Steward.
 - (b) If the griever(s) is not satisfied with the decision of the Principal at the informal stage, the Union may lodge a grievance on behalf of the griever(s), as provided herein.

20.05 Step 2

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

20.06 Step 3

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

20.07 Step 4

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

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

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

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

ARTICLE 21 – LEAVE FOR PUBLIC OFFICE

21.01 The Board shall grant a leave of absence without pay to a Teacher for the purpose of campaigning for or serving as a member of: the Legislative Assembly of Ontario, the House of Commons, or the local council of a municipality. Refer to Seniority 15.10 for seniority and job position upon return.

ARTICLE 22 – Working Conditions

22.01 Lunch Break

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

22.02 Extra-Curricular Activities

It is understood that extra-curricular activities are voluntary.

22.03 Staff Meetings

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

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

22.04 Professional Development Activities

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

22.05 Teaching Assignment

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

22.06 Assessment Days

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

22.07 Peer Coaching and Mentoring

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

22.08 Occupational Health and Safety

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

22.09 Union Release Time

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

22.10 P.A. Day in Lieu

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

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

ARTICLE 23 – Supervision

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

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

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

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

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

ARTICLE 24 – Administration Secondment

- (a) The Board may appoint a Teacher who is the successful candidate in a Principal/Vice-Principal competition, currently employed by the Board, on a one (1) year secondment basis to act as Principal or Vice-Principal of the school.
- (b) The Teacher shall be entitled to return to their former position in the Union if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Union provided that the Teacher's term as Principal or Vice-Principal does not exceed (194) workdays within any given school year.
- (c) The Teacher will remain a member of the Elementary Teachers' Federation of Ontario (ETFO) and remit the required union dues.

ARTICLE 25 – Personnel Records

- (a) A Teacher may request access to their Board Personnel File by making a written request to the Supervisory Officer. The file may only be viewed at the Board office in the presence of the Supervisory Officer or designate. The only recognized non-medical Personnel File for a Teacher shall be maintained by the Supervisory Officer of the Board.

- (b) A disciplinary report may be removed from a Teacher's file at the discretion of the Supervisory Officer.
- (c) All documents of a disciplinary nature to be placed in a Teacher's personnel file shall have a space for the Teacher's signature. The signature shall be deemed to be an acknowledgement of receipt only. Teachers will be provided copies of such documents, when issued.
- (d) After two (2) years since the date of issue, a Teacher may request that a disciplinary report contained in a Teacher's personnel file be removed from the file. Such requests shall not be unreasonably denied provided that there is no other disciplinary action during that period of time. In the event that a request to remove disciplinary material is denied, the Union may appeal the decision by filing a grievance.
- (e) Notwithstanding the above, documents for which there is a statutory requirement for retention shall not be removed. Performance appraisals and supporting documentation are not disciplinary and are not subject to removal.
- (f) Where a Teacher authorizes in writing that the Union may have access to her/his personnel file, the Board shall provide such access, at the Board office in the presence of the Supervisory Officer or designate, as well as copies of materials contained therein, if also authorized and requested.

ARTICLE 26 – Hours of Work for Record of Employment

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

ARTICLE 27 - Retired Teachers

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

ARTICLE 28 – Access to Technology

28.01 All teachers shall have access to an adequate computer/Chromebook in their classroom, office or workshops appropriate to complete required tasks

Signed this 12th day of December, 2024.

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

Lynne Coucens

Board Chair

J. Wolf

Supervisory Officer

[Signature]

Manager of Finance and Treasurer

For the Elementary Teachers' Federation of Ontario:

[Signature]

ETFO Deputy Secretary

Michelle Howard

Provincial ETFO Representative

J. Klaassen

Local ETFO Representative