



Collective Agreement

between

**The Kawartha Pine Ridge
ETFO**

and

**The Kawartha Pine Ridge
District School Board**

Effective from

**September 1, 2022
to
August 31, 2026**



**KAWARTHA PINE RIDGE
DISTRICT SCHOOL BOARD**



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PART A – CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise 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.

PART B – LOCAL TERMS

ARTICLE 1 – PURPOSE

L1.01 It is the desire of both parties to specify within this Collective Agreement reasonable and fair terms and conditions under which Teachers covered by this Collective Agreement are employed and the salary, allowances, monetary benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

ARTICLE 2- RECOGNITION

L2.01 The Employer recognizes the Union as the exclusive bargaining agent for every Teacher — other than Occasional Teachers, principals and vice-principals — who is assigned to one or more elementary schools or who performs duties in respect of such schools all or most of the time. For clarification, a principal or vice-principal performing duties in respect of an assignment to the Employer’s central office is excluded from the bargaining unit.

L2.02 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement. Each party will inform the other from time to time of who is authorized to act on its behalf.

L2.03 Term and Scope

For the term of the agreement, please refer to [C.3 of Part A- Central Terms](#)

- a) Part B Local terms of the Collective Agreement may be altered only through the mutual written consent of the Employer and the Bargaining Unit.
- b) A party desiring to amend under Article 2.03 (c) shall give written notice to the other party to this effect. The parties shall meet within thirty (30) calendar days to determine if the other party will agree to negotiate the proposed change. Any recommended alterations shall be subject to ratification procedures of each party.

ARTICLE 3 - DEFINITION OF TERMS

L3.01

- a) “Board” or “Employer” means Kawartha Pine Ridge District School Board.
- b) “Union” means the Elementary Teachers’ Federation of Ontario (ETFO) and KPR ETFO Released Officers.

- c) “Director” means the Director of Education
- d) “Spouse” shall include married and non-married couples.
- e) “Teacher” means a Teacher as defined by the Education Act, who is a member of the Ontario College of Teachers, and employed by the Board in the bargaining unit as defined in Article 2.01.
- f) “College of Teachers” shall be as defined by the College of Teachers Act.
- g) “Occasional Teacher” means an occasional Teacher as defined by the Education Act and employed by the Board.
- h) “Instructional Day” – The instructional day will not exceed three hundred (300) instructional minutes commencing with the start of instruction and ending with the students’ dismissal from school for the day, exclusive of recess and lunch and/or nutrition breaks. Opening exercises and homeroom are included as part of the instructional day.
- i) “Supervision Time” – For the purpose of the supervision provisions of the Collective Agreement, supervision time will be defined as the time a Teacher is assigned to supervise students outside the instructional day as defined in Article 3.01 h).

Unless specifically assigned, Teachers will not be required to perform supervisory duties outside of the instructional day as defined in Article 3.01 h).

For clarity, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and other assigned duties undertaken before the beginning of opening exercises in the morning, before the commencement of classes following the lunch interval, during recesses or after the instructional day as defined in Article 3.01 h).

- j) “Preparation Time” – Preparation time will be used for professional activities as determined by the Teacher and will be assigned only during the instructional day as defined in 3.01 h).
- k) “Program Requirements” - means qualifications in any of the following: Native as a Second Language, English as a Second Language, French as a Second Language, Special Education, Library, Guidance, and Division Qualifications
- l) A “Vacancy” declared by the Employer under this Article means a teaching assignment covered by this Collective Agreement that is unoccupied.
- m) A “Surplus Teacher” is a Teacher for whom no teaching position is available within the school or work site.

- n) A “Redundant Teacher” is a Teacher for whom no teaching position is available within the elementary panel of the Board and is subject to lay-off.
- o) A “Part-Time Assignment” is a Teacher employed on a regular basis for other than full-time (1.0 FTE) duty.
- p) “Teacher-in-charge” is a Teacher who voluntarily agrees to temporarily act as an administrator in the school.
- q) “Union representation” shall be the President, 1st Vice President, Member Support Officer, or designate.

ARTICLE 4 - UNION DUES AND ASSESSMENTS

- L4.01 The Employer shall deduct, for every pay period and for each Teacher, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary within thirty days of the dues being deducted. The Union shall inform the Employer from time to time, of the amount of such dues and assessments and/or the current address of the General Secretary.
- L4.02 The payment shall be accompanied by a dues submission list showing the names, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Employer shall, where available, provide the information in electronic form.

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES

- L5.01 Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer agrees that its rights and responsibilities shall be exercised in a manner that is consistent with this Collective Agreement and prevailing statutes and is not arbitrary or discriminatory.
- L5.02 The Employer agrees not to penalize or discriminate against any Teacher for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.
- L5.03 Termination of Employment
 - a) A Teacher shall notify the Employer by November 1 of the Teacher’s intention to resign effective December 31 and by April 1 of the Teacher’s intention to resign effective June 30 or August 31.

- b) Nothing herein prevents a Teacher and the Employer from mutually agreeing to the Teacher's resignation at any time.
- c) Teachers are encouraged to provide notice of resignation or retirement at the earliest possible date to assist with the staffing process.

L5.04 Just Cause

No Teacher shall be discharged, demoted or disciplined except for just cause. Such cause shall be provided to the Teacher in writing within ten (10) calendar days from the time the Teacher is informed of any such action. When a principal or supervisor calls a Teacher to a meeting which may result in discipline, the principal or supervisor shall inform the Teacher of the nature of the meeting. For such a meeting the Teacher is entitled to Union representation.

ARTICLE 6 - NEW POSITIONS AND VACANCIES

L6.01 Definition of Vacancy

Please see Article L3.01 I).

L6.02 Creation of New Position

Should the Board create a new position to be filled by a Teacher who would come under this Collective Agreement, the Parties will negotiate the annual salary and/or allowances, if any, for the position. If no agreement is reached the matter may be submitted to arbitration in accordance with Article 33.06.

L6.03 Posting of Positions

- a) Notwithstanding any of the provisions within this article, if vacancies occur in the positions of system level position, they will be posted regardless of the time of the year and teachers can apply to these positions.
- b) No later than the third Monday in April, the Employer will post all initial vacancies for the next school year electronically using the Employer's established postings management system for three (3) school days before the deadline for applicants to the position(s). Transfer round postings will be available only to eligible Teachers who have not been declared redundant to the system.
- c) Any subsequent vacancies which occur as a result of the filling of the initial vacancy(s) will be posted for a total of two (2) subsequent posting rounds, in

accordance with the provisions outlined in (b) above. The subsequent posting rounds will include all unfilled vacancies from the previous round.

- d) Teachers will only be eligible to apply to positions at their current FTE or lower during the three (3) rounds of postings. Furthermore, teachers will be eligible to apply to three (3) postings in the initial round of postings and five (5) postings in each of the subsequent posting rounds.
- e) During the rounds of postings, the Employer will provide the Union with the names of the shortlisted applicants who are offered an interview for each posting, and the names of the successful applicants.
- f) During the three (3) rounds of postings, the school principal will determine the successful candidate from among the five (5) most senior qualified applicants. The successful candidate will not be permitted to apply to any subsequent or new school teaching position(s) for the upcoming school year (unless it can be accommodated with their existing position or represents an increase in FTE) or be eligible to participate in the One for One Teacher Trade process outlined in Article 30.
- g) During the period between the completion of the annual spring surplus staffing placement meeting, Article 29.01, and June 15th, the Employer will post all vacancies electronically using the Employer's established postings management system for at least four (4) school days before the deadline for application for the position(s).
- h) Any initial summer vacancy that occurs between June 15th and August 15th will be posted electronically using the Employer's established postings management system for four (4) business days. A vacancy resulting from an incumbent Teacher being placed in the original posted position need not be posted if that vacancy occurs after June 15th.
- i) Notwithstanding the above, a vacancy for the next school year which occurs after August 15th, will be filled for the remainder of that school year. A Teacher hired to fill such a vacancy will be deemed to be surplus to their school and placed on the surplus list. For the following school year, any vacancy that results from this provision will be posted in accordance with 6.03 b), above, if the position still exists.
- j) After August 15th part-time teachers will only be permitted to apply to teaching position(s) of 1.0 FTE or additional part-time positions which can be accommodated with their existing position to increase their total FTE.
- k) In filling postings which occur after August 15th, the school principal will determine the successful candidate from all qualified applicants.

- l) Internal placements will be considered prior to the placement of external hires.
- m) Notwithstanding the above, effective August 15, 2013 teachers who are hired to a position requiring FSL will be assigned, through the staffing process, the initial FSL FTE to which they were initially hired, for a minimum of five (5) years.
- n) Principals will endeavour to advise Teachers, who have not been identified as surplus to their school or redundant to the system, of their tentative teaching assignment for the following school year by the beginning of the transfer rounds. It is recognized that tentative assignments may change based on the operational requirements of the school and in a manner that is consistent with Regulation 298 made under the Education Act.

L6.04 All postings shall include the title of the position, a brief summary of duties, requisite experience, if any, qualifications, effective date and, if it is a temporary vacancy, the probable duration.

L6.05 If the posting is for a term appointment, the length of the term must be stated and at the discretion of the employer may be extended up to two (2) years. The position, if it continues, shall be posted at the end of the term or extension. Upon completion of the term appointment, the Teacher shall be treated as if returning from a leave, in accordance with Article 23.

ARTICLE 7 – TRANSFER

L7.01 In effecting administrative transfers, unless otherwise agreed between the Teacher and the Human Resource Services designate, no transfer shall be made that exceeds a distance of fifty (50) kilometers from the current work location.

ARTICLE 8 - PROBATIONARY PERIOD

L8.01 A newly hired Teacher shall have a probationary period of one (1) year worked. The probationary period shall be determined without counting any leaves of absence in excess of twenty (20) working days for any purpose.

ARTICLE 9 - ACCESS TO INFORMATION

L9.01 A Teacher, upon written request, shall have access to that Teacher’s personnel file in the presence of a supervisory officer or designate. The Teacher shall have the right to obtain copies of any materials contained in their personnel file.

L9.02 Where a Teacher authorizes, in writing, access to the Teacher’s personnel file by another person acting on the Teacher’s behalf, the Employer shall provide

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

L9.03 Teachers shall receive a copy of any material related to performance or conduct within seven (7) calendar days of the material being placed in the Teacher's personnel file.

L9.04 The signature of a Teacher on any document respecting the performance or conduct of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

L9.05 A Teacher is entitled to:

- a) request correction of personal information if the individual believes there is an error or omission; and
- b) require that a statement of disagreement be attached to information reflecting any correction that was requested but not made.

L9.06

- a) Letters of expectation will not be placed in the employee's personnel file.
- b) Provided that there is no other disciplinary material added to a Teacher's personnel file in the intervening time, disciplinary material shall be removed from a Teacher's personnel file, at the written request of the Teacher, after two (2) years and returned to the Teacher. No material removed from a Teacher's file shall be referred to or used against the Teacher in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be used against the Teacher in order to demote, dismiss, discharge, transfer or discipline the Teacher in any way, nor shall it be used against the Teacher in any arbitration or any other legal proceeding.

Notwithstanding the foregoing, disciplinary materials pertaining to physical and sexual misconduct affecting the safety of students and/or staff shall remain in the personnel file.

L9.07

- a) The Employer agrees to provide to the Union, or to an authorized Union representative, statistical data and information encompassing the employment status, category, allowances, salaries and benefits of elementary school Teachers, and information regarding actual class size by school, for the purposes of collective bargaining and the effective administration of this Agreement. With regard to any information released or provided to the Union

or their members collectively or individually, the Union shall save the Employer harmless from any and all claims, actions or proceedings whatsoever.

- b) In addition to L9.07 a), the Employer will endeavour to provide the Union with a report that contains the following information for each teacher in the bargaining unit:
- Name
 - Address
 - Board Email
 - Current school location, in the form of a Ministry Identification Number for the school
 - FTE status
 - Salary
 - Dues deducted
 - Leave status (self-funded, sick leave, pregnancy, parental, unpaid, WSIB)
 - Teacher status during the current school year (active/terminated/retired)
 - OCT Number

This report will be provided twice a year by October 31 and March 31.

- c) The Employer and the Union agree that all such information provided to the Union in accordance with this Article shall be maintained on a confidential basis.
- d) By October 31 of each year, the Employer shall provide to the Union a list of the members at each workplace.

ARTICLE 10 - COPIES OF THE COLLECTIVE AGREEMENT

L10.01 The Collective Agreement will be made available to all staff through the Employer's internal and external websites. One hardcopy will be made for ETFO for each worksite.

ARTICLE 11 - SALARY AND ALLOWANCES

L11.01 On or before November 15 of each year, the Employer shall make available via the HR Online System information pertaining to the following:

- a) Credit for teaching experience
- b) Category classification
- c) Salary and allowance and applicable deductions.

d) Annual sick leave entitlement and usage and “top up” availability.

L11.02 A Teacher is entitled to be paid their salary in proportion that the number of school days on which a Teacher performs their duties bears to the total number of school days in the school year.

L11.03 Each Teacher shall receive their salary in equal payments commencing the first Friday following the first day worked and alternate Fridays for the remainder of the year. Teachers shall receive 100% of salary no later than the third Friday in August. The pay will be transferred by direct deposit into the bank, trust company or credit union account designated by the Teacher provided that the bank, trust company or credit union is capable of twenty-four (24) hour transfer to the Teacher's account. A statement of earnings and deductions will be available to employees through the Employer’s HR Online system.

L11.04 Salary Grid

A Teacher on part-time assignment shall be paid according to the salary schedule and allowances in this Collective Agreement, pro-rated.

Effective September 1, 2022 the salary grid shall be as follows:					
Years Exp.	A0	A1	A2	A3	A4
0	50,105	56,771	58,984	62,969	65,281
1	55,464	60,205	62,960	67,352	70,223
2	57,853	63,078	66,065	70,757	73,980
3	60,239	65,949	69,139	74,081	77,703
4	62,627	68,822	72,360	77,486	81,577
5	65,138	71,749	75,449	81,162	86,269
6	67,560	74,672	78,657	84,663	89,399
7	70,123	77,543	81,778	88,211	93,352
8	73,141	80,890	85,251	92,383	97,877
9	76,334	83,938	88,507	96,386	102,382
10	81,375	88,259	93,000	103,678	110,606
11	83,938				

Effective September 1, 2023 the salary grid shall be as follows:					
Years Exp.	A0	A1	A2	A3	A4
0	51,608	58,474	60,753	64,858	67,240
1	57,128	62,011	64,849	69,373	72,330
2	59,588	64,971	68,047	72,880	76,200
3	62,046	67,927	71,213	76,303	80,034
4	64,506	70,887	74,531	79,810	84,024
5	67,092	73,902	77,712	83,597	88,857
6	69,587	76,912	81,016	87,203	92,081
7	72,226	79,869	84,231	90,857	96,152
8	75,335	83,317	87,809	95,154	100,814
9	78,624	86,456	91,162	99,278	105,454
10	83,816	90,907	95,790	106,789	113,924
11	86,456				
Effective September 1, 2024 the salary grid shall be as follows:					
Years Exp	A0	A1	A2	A3	A4
0	53,027	60,082	62,424	66,641	69,089
1	58,699	63,716	66,633	71,280	74,319
2	61,227	66,758	69,919	74,884	78,295
3	63,752	69,795	73,171	78,401	82,235
4	66,280	72,836	76,581	82,005	86,335
5	68,937	75,934	79,850	85,896	91,300
6	71,500	79,027	83,244	89,601	94,614
7	74,213	82,066	86,548	93,356	98,796
8	77,407	85,608	90,223	97,771	103,586
9	80,786	88,833	93,669	102,008	108,354
10	86,121	93,407	98,424	109,725	117,057
11	88,833				
Effective September 1, 2025 the salary grid shall be as follows:					
Years Exp	A0	A1	A2	A3	A4
0	54,353	61,584	63,985	68,307	70,816
1	60,166	65,309	68,298	73,062	76,177
2	62,758	68,426	71,667	76,756	80,252
3	65,346	71,540	75,001	80,361	84,291
4	67,937	74,657	78,495	84,055	88,493
5	70,660	77,832	81,846	88,043	93,583
6	73,288	81,003	85,326	91,841	96,979
7	76,068	84,117	88,711	95,690	101,266
8	79,342	87,748	92,479	100,215	106,176
9	82,805	91,054	96,011	104,558	111,063
10	88,274	95,742	100,885	112,468	119,983
11	91,054				

Additional Experience

Only full years shall count on the grid.

- a) Effective September 1, 2009, partial years of experience shall be counted as full years for grid placement. Salary increments will be recognized as of September 1.
- b) Teachers must apply for recognition of additional experience within one (1) year from the first day worked after being hired, and supported by written documentation from the former employer(s).
- c) Accumulation of experience for salary purposes shall not exceed ten (10) months' credit for the period September 1 to August 31 inclusive.
- d) Teachers entering the elementary schools from the secondary schools, will have their secondary experience treated as elementary school experience for salary purposes only.
- e) Occasional teaching experience done on a grid rate of pay with the Employer shall be accumulated and added to other partial years of experience for credit on the grid.
- f) Teachers who provide proof of acceptable elementary or secondary experience outside Ontario, and who hold Ontario qualifications as defined by the Ontario College of Teachers shall be paid in accordance with the schedule set forth in Article L11.05.
- g) Effective September 1, 2009 experience credit for daily occasional teaching experience with the Employer (acquired after September 1, 2009), shall be recognized such that twenty (20) full time equivalent days of accumulated experience shall equate one-tenth of a year of credit.
- h) Effective September 1, 2019 experience credit for continuing education programs including summer school, summer learning programs and night school teaching experience with the Employer shall be recognized such that twenty (20) full time equivalent days of accumulated experience shall equate one-tenth of a year of credit.
- i) For recognition of experience credit for g) and h) above, it shall be the responsibility of the Teacher to provide the Employer with supporting documents within one (1) year from the first day worked after being hired or in the case of a Teacher who has a partial contract with the Employer, within three (3) months from the first teaching day in any school year. Any

adjustments to the grid placement shall be effective on the first teaching day following the year(s) in which the experience was gained.

- j) A Teacher on part-time assignment shall receive credit for teaching experience on a pro-rated basis.
- k) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year. Terms accepted at the time of hiring are open to adjustment within one (1) year from the first day worked.

L11.06 Related Experience

- a) Teachers who have University or Community College teaching experience and who held full elementary qualification while the experience was acquired shall receive recognition on the grid for this experience in accordance with b).
- b) Recognition for such experience must be applied for within one (1) year from the first day worked after being hired, and supported by documentation from the former employer(s).
- c) Related trade and/or technical experience shall be equated to teaching experience for purposes of the grid as follows:

Related Experience Number of Years	Experience on Grid Number of Years
1	1
2	1
3	2
4	3
5	3
6	4
7	5
8	5

- d) Related trade and/or technical experience shall be based on the number of years in a trade, to a maximum of eight (8), subsequent to Ministry of Education minimum requirements.
- e) To be recognized, related experience must be in a field directly related to the subject being taught.
- f) The number of years related experience allowed, up to a maximum of the actual number of years possessed by the Teacher, is strictly a matter of negotiation between the Teacher or the Teacher's designate, and the Human

Resource Services designate. Terms accepted at the time of hiring are open to adjustment only within one (1) year from the first day worked after being hired.

L11.07 Category Changes

- a) Changes in qualification which result in a Teacher being placed in a higher category shall be effective September 1, provided that:
 - (i) course of study is completed prior to September 1; AND
 - (ii) examination(s) is (are) passed; AND
 - (iii) written documentation showing successful completion of the examination(s) is received by the Human Resource Services designate on or before February 28 of the subsequent year.

- b) Changes in qualifications which result in a Teacher being placed in a higher category shall be effective January 1, provided that:
 - (i) the course of study is completed prior to December 31 of the preceding year; AND
 - (ii) the examination(s) is (are) passed; AND
 - (iii) written documentation showing successful completion of the examination(s) is received by the Human Resource Services designate on or before June 30 of the current year.

Credits as a result of winter courses shall count for reclassification the following September only.

L11.08 Responsibility Allowance

All allowances are in addition to the individual's proper placement on the grid according to their own category and experience.

All allowances shall increase in accordance with the Central Agreement.

a) Instructional Leadership Consultant

September 1, 2022	\$6,927.98
September 1, 2023	\$6,927.98
September 1, 2024	\$6,927.98
September 1, 2025	\$6,927.98

- b) The Employer retains the right to appoint Teachers to newly created positions of responsibility. The parties shall negotiate the allowance, if any, for such positions.

L11.09 Allowances for Additional Degrees

If not already used in the determination of category, an allowance of 0.00238 times A4 max for any second Bachelor’s degree and 0.0095 times A4 max for a Master’s degree shall be paid. Only one allowance shall be paid per Teacher. An allowance for a Master’s Degree from universities outside Canada shall be at the discretion of the Human Resource Services designate.

L11.10 Category Definitions and Teacher Qualifications

- a) Teacher category placement on the Salary Grid shall be in accordance with the Qualification Evaluation Council of Ontario (Q.E.C.O.) Program Five.
- b) It shall be incumbent upon the Teacher to provide valid documentation from Q.E.C.O. for category placement.
- c) All qualified new appointees shall be placed in the category consistent with the category placement and recognized years of teaching experience provided that documentary evidence to support such placement and experience is submitted to the Employer prior to the commencement of duties. When such evidence is not submitted prior to the commencement of duties, the Employer shall place the Teacher in Category A2 minimum until such evidence is supplied. When such evidence is supplied, any retroactivity shall apply according to the criteria delineated in 11.07 (a) and (b).

ARTICLE 12 – STAFFING

L12.01 The Employer shall ensure that the average size of its elementary school classes, in aggregate, does not exceed twenty-four point five (24.5) pupils, and for JK to Grade 3 does not exceed twenty-four (24) pupils (which may be varied from time to time to comply with government regulation). The Employer shall

- c) The Committee shall meet prior to October 15 each year to review identified staffing concerns and to consider actions to ameliorate concerns.
- d) Within sixty (60) days of the physical return of students to the classroom, at the request of either party, labour management meetings shall be convened for the purposes of discussing school staffing procedures and the exploration of best practices.

Such meetings will be attended by the three (3) ETFO released officers and three (3) representatives from the Employer. The parties agree that additional representatives may be invited to the meetings as a resource.

ARTICLE 13 - WORKING CONDITIONS

L13.01 School Year

The school year shall consist of one-hundred and ninety-four (194) school days. Additional days shall be determined by mutual consent of both parties.

L13.02 Instructional Time

The parties agree that the Employer's policy with respect to the assignment and allocation of instructional time shall be as follows, which shall not be changed without the consent of the Union:

The Employer shall ensure that each full-time Teacher in elementary schools is assigned to provide instruction to pupils for no more than one thousand, two hundred, sixty (1260) minutes for each period of five (5) instructional days.

L13.03 Staff Meetings/Report Cards

At the beginning of the school year, all teaching staff in each school shall meet to determine the desired timing of regular staff meetings, and the process associated with the preparation of report cards, such as the various deadline dates. Regular scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than seventy-five (75) minutes in length.

The dates of the regular staff meeting shall be set within the first month of the school year and communicated to all Teachers. Part time teaching assignments will be considered when scheduling staff meetings. Regularly scheduled staff meetings may include a variety of staff groupings and may address administrative/organizational issues, professional development, training and other matters aligned with school and board goals. For clarity, teachers will

not be asked to attend more than one (1) mandatory staff meeting per month. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the principal for consideration.

L13.04 **Lunch Break**

Each Teacher shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes for lunch free from supervisory, teaching or other duties during the scheduled working day and during or adjacent to the regular lunch period for students. The Principal shall make every reasonable effort to ensure that at least twenty (20) minutes of each Teacher's lunch period shall coincide with the regular lunch period for students.

L13.05 **Itinerant Teachers**

- a) An itinerant Teacher is a Teacher who is assigned duties by the Employer in more than one school in a day.
- b) An itinerant Teacher shall have one school designated as their school of record.
- c) An itinerant Teacher shall be guaranteed reasonable travel time, exclusive of lunch and normal preparation time, for travel between assigned schools.
- d) An itinerant Teacher shall be paid the Employer's per kilometer rate for travelling between assigned schools.

A part-time Teacher who is assigned duties by the Employer in one school and successfully secures work in another school is not considered as an itinerant Teacher.

L13.06 **Travel Allowance**

Except for L13.05, when it is required by the Employer, the Director of Education, superintendents, or principals that any Teacher must drive to a site other than their assigned school/office in performance of the Teacher's duties, for such travel the Teacher shall be paid the Employer's per kilometer rate.

This clause does not refer to professional activity days.

L13.07 **Absent Teacher**

Subject to availability, the Employer shall provide a qualified occasional Teacher when a classroom Teacher is absent from their regular duties for a

reason pursuant to this Collective Agreement for periods of one-half (1/2) a school day or more.

L13.08 Preparation Time

- a) Each full-time classroom Teacher shall be allocated at least two hundred, forty (240) minutes for each period of five (5) instructional days, exclusive of recess and lunch period.
- b) Additional preparation time of 200 minutes shall be allocated to each full-time classroom Teacher during the school year and shall be scheduled by each Principal during the school year in consultation with school staff. This amount shall be pro-rated for part-time teachers.
- c) No preparation period shall be less than thirty (30) minutes, but the Employer will endeavour to provide forty (40) or more minutes.
- d) Preparation time for part-time Teachers shall be pro-rated and receive it within the scheduled working day.
- e) Notwithstanding other provisions in this Collective Agreement, the board may assign the additional teaching staff generated by the increase in elementary Teacher preparation time above the 2008-09 level to enable full-time school based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the District Staffing Committee.
- f) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within twenty (20) consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for Teachers. The Employer may not use the aggregated additional minutes of preparation to hire occasional Teachers to provide coverage, as opposed to regular specialist Teachers.
- g) Missed preparation time shall only be rescheduled where a Teacher is required by the principal to provide instruction during their scheduled preparation time for a Teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three (3) months after the loss of the preparation time and in any event within the same year.
- h) Principals shall endeavour to provide reasonable notice (i.e. typically one (1) school day) prior to the provision of preparation time payback.
- i) Principals shall endeavour to inform Teachers at least thirty (30) minutes prior to the start of the school day if their preparation time will not be provided.

- j) Professional activity days shall not be considered instructional days for the purpose of scheduling preparation time.
- k) The Employer shall not combine classes for the sole purpose of providing preparation time. Notwithstanding the above, the Employer and Union may agree that models designed to enhance programming through the use of specialist Teachers can result in combined classes that provide preparation time for some Teachers.

L13.09 Supervision Time

- a) The maxima of supervision minutes for elementary Teachers will be eighty (80) minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.
- b) Notwithstanding a) above, the parties agree that existing practices or provisions respecting supervision time that provided a greater benefit in schools as of March 1, 2005, will be maintained, except to the extent the school needs change due to factors beyond the control of the school.
- c) Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.
- d) No later than the last working day in June each year, each Principal shall create a tentative supervision schedule. Any school-based concerns regarding the eighty (80) minute maxima as described in a) above that cannot be resolved at the school level, shall be forwarded to the District Staffing Committee for review.
- e) Supervision shall be assigned by the principal on as equitable a basis as possible, in consultation with the Teachers and taking into account all Teachers' preferences. Teachers shall be provided with a copy of the school's supervision schedule no later than the fifth (5th) instructional day. It is understood that the school's supervision schedule may change based on operational requirements of the school. In these cases, the Principal will consult with the affected teachers.
- f) Principals shall endeavour to assign supervision time only on days where preparation time is also assigned.

L13.10 Occupational Health and Safety

The Employer and the Union recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties

and obligations under the Occupational Health and Safety Act and its accompanying Regulations. The Employer agrees to abide by the Occupational Health and Safety Act. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

L13.10.01 **Quarterly Inspections**

To fulfill obligations under the Occupational Health and Safety Act and the Teacher Joint Health and Safety Committee's Terms of Reference, teachers on the School Site Inspection Committee shall be entitled to participate in quarterly inspections. Such inspections shall take place during teachers' normal working hours and the Teachers will be released, with consideration in scheduling given to respecting a teacher's preparation time.

L13.10.02 **Notification of Rights & Risks**

The Employer will provide employees with information related to known workplace hazards in accordance with Board Policy, Regulation, and any other relevant legislation.

The Employer will ensure that employees are informed of their rights and responsibilities pertaining to the reporting of incidents in the workplace.

L13.11 **Assessments**

The student results from provincial or Board-mandated tests shall not be used for the purpose of evaluating Teachers. No Teacher shall suffer discipline, discharge nor any adverse effect as a consequence of any student test results.

L13.12 **Report Cards**

- a) Teachers shall be required to meet the Ministry of Education expectations on reporting.
- b) Principals/Vice-Principals will endeavour to return report cards in a timely fashion to allow teachers to edit as necessary and prepare reports to be sent home.
- c) The Employer shall provide detailed sample exemplars for progress and report cards. Such exemplars will support the development of comments for K-8 curriculum areas. This exemplar document will be modified as curriculum changes occur. Teachers will use their own professional judgement in using these exemplars. The Employer shall share a draft version of the exemplars with the Union prior to release.

- d) The Employer shall provide Teachers access to Term One (1) and Term Two (2) report cards eight (8) weeks prior to the submission deadline for entry of marks and comments during the term.

L13.13 **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 another Teacher.

L13.14 **Release Time for Assessment, Evaluation and Report Cards**

Two (2) professional activity days will be designated for the purpose of assessment and completion of report cards: one prior to the first reporting period and one prior to the second reporting period, 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.

L13.15 **Medical and Physical Procedures**

The Employer shall not require any Teacher to perform any medical or physical procedure on any pupil that might in any way endanger the safety or well being of the pupil or subject the Teacher to risk, injury or liability for negligence.

L13.16 **Extra-curricular Activities**

Extra-curricular activities are voluntary and the Employer agrees to regard such activities as voluntary.

L13.17 **Completion of IEPs**

Students that have been formally identified through an IPRC shall have an IEP completed by the classroom Teacher, based on input from the SERT. Students that have not been formally identified through an IPRC may have an IEP created when it is in the best interest of the student and following consultation by the classroom Teacher, with the SERT, school administration and other board personnel, where applicable.

L13.18 **Vice-Principal Teaching Time**

Principals shall endeavour to schedule Vice-Principal teaching time as subject-specific teaching time.

L13.19 **Changes During the School Year**

If a Teacher's assignment or room is changed during the school year, the Employer will provide reasonable coverage to allow the teacher to transition to the new assignment or room.

L13.20 **Lieu Time**

The Employer shall provide lieu time for centrally assigned Teachers who perform work outside of the designated school year.

ARTICLE 14 - BENEFIT PLANS

See also [Central Agreement C6.0](#) regarding Benefits.

L14.01 The Employer will provide each Teacher with information on the Employee Assistance Program (EAP).

L14.02 **Long Term Disability Plan**

Effective August 31, 2012, ETFO Provincial shall have the sole and exclusive right to determine the LTD carrier. The Union shall inform the Board by April 1st each year of the LTD carrier for the following school year. Teachers enrolled in the plan shall pay 100% of the premium cost for the LTD plan. Enrolment in the plan shall be a condition of employment for all newly hired Teachers.

ETFO agrees to indemnify, either directly, or via appropriate insurance, the Employer against any and all claims that may be made against the Employer in connection with any new long term disability insurance plan, save and except errors that may arise in duties assumed by the Employer pursuant to this Article.

L14.03 To maintain participation and coverage under the Collective Agreement, the Teacher on leave must agree to participate in a pre-authorized debit plan to pay the full monthly premiums for Long Term Disability benefits. The Teacher on leave may also elect to participate in the Employer's Employee Assistance Program (EAP). The Teacher on leave shall supply the Employer with a VOID cheque from their bank account. Deductions will be made from the individual's account on the 10th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for anyone should any two (2) payments be denied for reason of insufficient funds. The Employer reserves the right to establish a separate group for individuals, as outlined in (a) and (b) above, with premiums determined on the basis of the participants in the group.

L14.04 A Teacher on part-time assignment shall be allowed to participate in the ETFO ELHT as per Article C6.00 of the Central Agreement.

ARTICLE 15 - RETIREMENT GRATUITY

L15.01 In Accordance with [Appendix A- Retirement Gratuities](#) of Part A: Central Terms, a Teacher employed by the Employer as of August 31, 1998 shall be eligible to receive a retirement gratuity, in accordance with the provisions of the plan which applied to such Teachers as of that date. Such plans shall be attached to this Collective Agreement as [Addendum 1](#) (Former Peterborough County Board of Education) and [Addendum 2](#) (Former Northumberland-Clarington Board of Education).

L15.02 Notwithstanding L15.01, and in accordance with [Appendix A- Retirement Gratuities](#) of Part A: Central Terms, teachers hired by the former Northumberland-Clarington Board of Education between September 2, 1980 and August 31, 1998 made an election on how they would receive their gratuity. Such election was made prior to October 31, 1999 and the options for how the gratuity was calculated are outlined in [Addendum 3](#).

L15.03 In Accordance [with Appendix A- Retirement Gratuities](#) of Part A: Central Terms, teachers hired by the Board between September 1, 2002 and August 31, 2012, shall be eligible to receive an investment, in accordance with the provisions of the plan that applied to teachers at that date. Such plan is attached to this Collective Agreement as [Addendum 3](#). The Board shall maintain a list of those teacher who have not responded to the notification as outlined in Article 15.03 (c) of [Addendum 3](#).

ARTICLE 16 - CUMULATIVE SICK LEAVE PLAN

Please see [Central Agreement C7.00](#) for further Sick Leave Information.

L16.01

- a) A Teacher absent through illness for any period may be requested to furnish a medical certificate to that effect from the attending physician but the Employer may, at its discretion require a certificate from a physician of its own appointment and, in the event of a disagreement, require a third medical opinion; at no cost to the Teacher.
- b) Notwithstanding Article L16.01 a) with respect to a furnished certificate, Functional Ability or other such physician completed forms requested by the Employer, the employee will be responsible for the cost of the first such form acceptable by the Employer, and thereafter the Employer will be responsible for the cost of any additional such forms.

- c) In administering 16.01 (a), the Employer shall not normally require a medical certificate for absences of three (3) consecutive school days or less. In exceptional circumstances, the Employer may require a Teacher to provide a certificate for absences of less than three (3) consecutive school days, and the Human Resource Services designate shall advise the Union when this provision is implemented.
- d) Medical Information

The Employer shall keep any medical information pertaining to a Teacher in a separate file maintained by the Human Resource Services, and which shall be accessible only by the Teacher and those required to carry out their duties.
- e) An employee has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The employer shall notify the employee of this right.
- f) Seniority and teaching experience shall continue to accumulate during an approved short-term illness and/or paid medical leave.
- g) For part-time teachers, sick leave days pursuant to Article C7.00 shall be pro-rated and the total credit shall be given at the beginning of the school year or assignment.

ARTICLE 17 - BEREAVEMENT LEAVE

- L17.01 Leave of absence without loss of pay shall be granted to a maximum of five (5) working days in the case of the death of an immediate member of their family for the purpose of bereavement including, but not limited to, arranging for and attending the funeral. Immediate member of the family shall mean significant other (i.e., spouse, common law partner, fiancé), parent/guardian, child, foster child, sibling, grandparent or grandchild, with all of the foregoing inclusive of step and in-law equivalents.
- L17.02 Leave of absence without loss of pay shall be granted to a Teacher to a maximum of one (1) working day for the purpose of bereavement including, but not limited to, attending the funeral of an aunt, uncle, niece, nephew or cousin.
- L17.03 At the discretion of the Human Resources Resource Services designate, up to two (2) additional working days may be granted in addition to article L17.02 to meet the exigencies of distance and/or special circumstances.

ARTICLE 18 - OTHER LEAVES OF ABSENCE

L18.01 **Quarantine Leave**

Quarantine leave without loss of pay and not chargeable to sick leave shall be granted to a Teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

L18.02 **Jury or Witness Leave**

Leave without loss of pay and not chargeable to sick leave shall be granted to a Teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the Teacher is not a party or one of the persons charged, provided that the Teacher pays to the Employer any fee, exclusive of travelling and living expenses, that the Teacher receives as a juror or as a witness.

L18.03 **Personal Leave**

Personal Leave without loss of pay and not chargeable to sick leave may be granted to a maximum of three (3) working days per school year subject to the approval of the Principal or immediate supervisor. The Principal or immediate supervisor shall be notified of the request for leave as far in advance as is reasonably possible. Such leave shall not be unreasonably denied.

L18.04 **Recognized Religious Holidays & Cultural Days of Significance**

Leave without loss of pay and not chargeable to sick leave shall be granted on request to a maximum of two (2) working days per school year to observe recognized religious holidays and cultural days of significance.

L18.05 **Short-Term Unpaid Leave of Absence**

Requests for short-term unpaid leave of absences may be submitted to the Principal, and will be adjudicated in accordance with Employer guidelines and practices.

L18.06 **Long-Term Unpaid Leave of Absence**

- a) Unpaid leave of absence of up to two (2) years duration may be granted by the Human Resource Services designate.
- b) A request for a leave of absence shall not be unreasonably denied provided the following conditions have been met:
 - i. The teacher has three (3) years of service with the Employer; and

- ii. The teacher has not had an unpaid leave of absence for five (5) years, excluding infant care leave; and
 - iii. The teacher is not currently involved in an out-of-cycle or unsatisfactory performance appraisal process.
- c) Notwithstanding the above, this does not preclude the Teacher from applying for a further leave. However, approval for such leave will be entirely at the discretion of the Employer.
- d) No combination of unpaid leaves shall exceed four (4) years.
- e) Application for leave of absence under 18.05 must be to the Human Resource Services designate with a copy to the Teacher's principal. Applications shall be submitted no later than February 28 for a leave which starts in September of that year or January of the next year.
- f) Response shall be before the end of March, or in the case of late submissions, within a month
- g) It is understood that the leave is at no cost to the Employer. Continuation of benefits will be subject to the terms and conditions as outlined in the ETFO ELHT as per Article C6.00 of the Central Agreement.
- h) Each Teacher granted an unpaid leave of absence shall enter into an individual contract with the Employer that:
- i. represents a firm commitment to take the leave;
 - ii. commits the Teacher to return from leave on the agreed expiration date.
- i) Unless otherwise stated, during the leave no salary shall be paid and no experience accumulated for salary purposes.
- j) Teachers on an unpaid leave of absence are subject to being declared redundant as per the provisions of this Collective Agreement.
- k) The Human Resource Services designate shall retain the right to waive the timelines outlined in (d) and (e) of this Article.

L18.07

Fifth Disease

When a medically confirmed case of Fifth Disease in the school becomes known to the principal, the principal will notify all school employees forthwith.

If a pregnant employee is at risk, it is the employee's responsibility to visit their physician for immunity testing at the employee's cost as soon as possible. The employee may use a sick leave day for the visit to the employee's physician for the test.

During the waiting period pending receipt of the test results, the employee will immediately be reassigned out of their regular workplace to an alternate site.

As soon as it is available to the employee, the employee will forward the medical documentation to Human Resource Services immediately.

Employees with immunity to Fifth Disease will return to their regular work site. Employees without immunity will continue to be reassigned out of their regular work site until twenty (20) continuous days have elapsed since the last confirmed case of Fifth Disease at the employee's regular work site.

L18.08 **Family Medical Leave**

Please also see [Central Agreement C11.1](#) for more information.

Family Medical Leave shall be granted in accordance with the provisions of the Employment Standards Act (ESA), as amended.

L18.09 **Workplace Safety and Insurance Benefits (WSIB) Top Up Benefits**

Where a teacher is absent from work due to an approved work related illness or injury, the teacher will be paid the full amount of the teacher's regular rate of pay, with no deduction from sick leave. These top-up amounts are to be made for a period not to exceed four (4) years and six (6) months. This language is included in the local agreement at the direction of the central parties and it shall not be subject of local bargaining or mid-term amendments by the local parties. Disputes arising in respect this article shall be subject to Section 43 of the School Boards Collective Bargaining Act, 2014.

ARTICLE 19 - PREGNANCY AND PARENTAL LEAVE

Note: See also Letter of Agreement #11: Supplemental Employment Benefit for Pregnancy & Parental Leave and [Central Agreement C11.2](#) for Pregnancy Leave SEB plan.

L19.01 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act which may be amended from time to time.

L19.02 A Teacher who has been in the employ of the Employer for at least thirteen (13) weeks and who will be absent to give birth shall, upon appropriate application, be granted an unpaid Pregnancy Leave of up to seventeen (17)

weeks unless they choose to resign or extend the Pregnancy Leave into a Parental Leave.

L19.03 The Employer shall provide for Teachers on Pregnancy Leave and/or Parental Leave, a supplementary employment benefits plan providing for payment of 90% of salary for the waiting period for E.I. benefits, provided that the waiting period falls during a period for which the Teacher would normally be paid. This plan shall be approved by Human Resources Development Canada.

L19.04 The Board shall continue to pay its share of the premiums for insured benefits under Article L14 for Teachers during Pregnancy and Parental Leaves. Seniority, teaching experience and sick leave credits shall continue to accumulate during Pregnancy and Parental Leaves.

L19.05 **Parental Leave**

Parental Leave shall be granted to a Teacher who has worked for the Employer at least thirteen (13) weeks as follows:

- a) Parental Leave shall be in accordance with Employment Standards Act, as amended from time to time, for up to sixty-one (61) weeks if the Teacher has also taken a pregnancy leave or up to sixty-three (63) weeks if the Teacher has not taken a pregnancy leave.
- b) The parental leave of a Teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) All other parents may begin their parental leave no more than seventy-eight (78) weeks after the child is born or comes into the custody, care and control of a parent for the first time.
- d) Where possible, the Teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- e) A Teacher who wishes to end parental leave sooner than expected may do so if the Teacher gives the Employer at least four (4) weeks written notice before the desired date of return.
- f) It is understood and agreed that the Teacher will give the Employer notice of intent to adopt as soon as possible recognizing that it may be necessary for the Teacher to commence leave immediately when the child becomes available.

L19.06 A Teacher who has taken pregnancy leave or parental leave shall be reinstated when the leave ends to the position most recently held with the Employer, if it still exists, or a comparable position, if it does not.

ARTICLE 20 - INFANT CARE LEAVE

- L20.01 A Teacher, upon appropriate application, shall be granted an unpaid Infant Care Leave.
- a) Infant care leave shall commence immediately following the last day of Pregnancy or Parental Leave.
 - b) Arrangements for Infant Care Leave shall be made with the Human Resource Services designate.
 - c) Teachers are encouraged to plan such leaves to end at a natural break in the school year so as not to disrupt the education of the pupils in these classes.
- L20.02 Leave granted under Article L20 shall not exceed three (3) years duration.
- L20.03 A Teacher shall give at least three (3) months' notice (i.e. prior to the expected date of commencement of the leave) of the intent to ask for infant care leave. For adoption, a minimum of two (2) weeks' notice shall be given. The Human Resource Services designate shall retain the right to waive the foregoing timelines.
- L20.04 The Teacher on Infant Care Leave must contact the Human Resource Services designate in writing, two (2) months, exclusive of July and August, before the expiry date of the leave in order to discuss placement of the Teacher on the Teacher's return to the job. Upon return to work, the Teacher shall be placed on the salary schedule in accordance with the experience possessed at the time the leave began.
- L20.05 If the Teacher does not return to work at the expiration of the leave, the Teacher shall be considered to have resigned unless the child or Teacher is ill as certified by a medical practitioner.
- L20.06 It is understood that the leave is at no cost to the Employer. Continuation of benefits will be subject to the terms and conditions as outlined in the ETFO ELHT as per Article C6.00 of the Central Agreement.
- L20.07 The Employer will supply the Teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to commencement of the leave. Such statement shall include all amounts owing to the Teacher or due to the Employer and shall be provided one (1) month in advance of the leave.

ARTICLE 21 - BIRTH OF A CHILD LEAVE

L21.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a parent to attend the birth of their child.

ARTICLE 22 - ADOPTION LEAVE

L22.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a parent or parents, to receive a child through adoption.

ARTICLE 23 - RETURN FROM A LEAVE

L23.01 Upon return from a leave of no more than three (3) years duration, a teacher shall be returned to the school in which the teacher was employed immediately prior to the commencement of the leave, subject to Article L27.

In the event the teacher returns from a leave of more than three (3) years duration, the teacher shall be placed in a position, subject to Article L29, within fifty (50) kilometres of the school in which the teacher was employed immediately prior to the commencement of the leave.

Where the teacher held a position of responsibility, it shall be returned to the teacher provided that it still exists.

L23.02 A teacher with a term appointment of more than three (3) years shall lose their right to return to the school in which the teacher was employed immediately prior to the commencement of the appointment effective August 15th prior to the third year of the appointment or at the time the teacher accepts the appointment to the third year.

L23.03 Unless otherwise stated, upon return from a leave, a Teacher shall be placed on the salary schedule in accordance with the experience possessed at the time the leave began.

ARTICLE 24 - EDUCATION IMPROVEMENT PLAN (EIP)

L24.01 There shall be an Education Improvement Plan with funds allocated for leaves of absence with pay for purposes of training courses, lectures, or conferences.

Teachers are encouraged to consider School Improvement Plans and/or Teacher Annual Learning Plans when applying for these funds. The allotment of such monies to the respective applicants shall be determined by a System Selection Committee composed of four (4) representatives of the Union and two (2) representatives of Administration.

L24.02 The amount allocated to this fund will be \$80,000 annually.

ARTICLE 25 - TEACHER SELF-FUNDED LEAVE PLAN (X/Y PLANS)

L25.01 The Teacher Self-Funded Leave Plan permits Teachers to take a one (1) year , self-funded leave, subject to Clause 25.03. During the y-year term (where “y” must be 3, 4 or 5, the Teacher shall agree to be paid by the Employer at x/y (where “x” must be less than “y”) of the salary normally paid under the applicable Collective Agreement, subject to the conditions outlined below.

A Teacher may request to take a self-funded leave in half-year increments provided contributions are made into the plan for a minimum of two (2) school years.

A Teacher taking a half-year self-funded leave shall be responsible for the completion of any reporting for the term in which they are actively at work and providing feedback to parents on their child’s progress related to the respective reporting period (including conducting parent-teacher interviews where required).

The amount of the Current Compensation Amount deferred by the Teacher under the plan cannot exceed 33 1/3 % in any calendar year in accordance with the Income Tax Act.

The leave must be taken in the final year of the Plan.

L25.02 **Application**

A written application shall be delivered to the Human Resource Services designate not later than February 28, in which is described the applicant’s proposal with respect to a plan of salary holdback and timing of the leave of absence.

L25.03 **Approval or Denial**

The right to approve or to deny any application shall rest solely with the Employer. Written approval or the reason for denial shall be delivered to the applicant not later than April 1, following the date of application.

L25.04 **Definition**

Entry into the plan shall be effective only on September 1, and the duration of a leave of absence under this plan shall be between September 1, to August 31 next.

If a Teacher is taking a half-year self-funded leave the leave must commence on the first working day of the school year or on the 98th day of the school year.

L25.05 **Salary Holdback**

During the teaching years of the plan the Teacher shall be paid a percentage of the salary and allowances to which the Teacher is otherwise entitled in accordance with the Collective Agreement. The salary shall be placed in an individual trust account in the name of the Teacher. Interest paid on the trust account shall be the prime rate less 2% as established from time to time by the Employer's chartered bank. Any interest must be paid to the individual in the taxation year in which it is earned. Such interest is treated as income for the purpose of the Income Tax Act and shall be paid by December 31 in each year. A statement of each Teacher's account will be issued at the end of each school year.

L25.06 **Payment**

- a) During the "x" years of the "x/y" plan, the Teacher shall receive "x/y" of their salary in each year as determined by the Collective Agreement in effect for that period.
- b) During the said leave of absence, the sum accumulated in the trust on behalf of the Teacher, shall be paid to the Teacher in the same manner as would the Teacher's salary, were the Teacher not on leave of absence.

L25.07 **Benefit Plans**

- a) Throughout the years of the plan, Teacher benefits shall be subject to the terms and conditions as outlined in the ETFO ELHT as per Article C6.00 of the Central Agreement.
- b) The year of absence does not represent a break in service so far as sick leave/retirement gratuity is concerned.
- c) There shall be neither accumulation nor utilization of sick leave credits during the year of absence.
- d) The Employer and Teacher shall comply with the regulations governing the Ontario Teachers' Pension Plan.

L25.08

Termination

- a) A participant may withdraw from the originally agreed upon plan up to and including the 28th day of February preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust, including any accrued interest shall be paid to the participant within sixty (60) days following delivery to the Human Resource Services designate of written notification of withdrawal.
- b) A declaration of redundancy shall be deemed to be written notice of withdrawal, delivered to the Human Resource Services designate on the effective date of the redundancy.
- c) In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date of death. In the case of the death of a participant during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the date of death.
- d) Plans that are no longer compliant with the allowable plan duration made under the Income Tax Act and its regulations, as amended, shall be terminated. The sum accumulated in the trust, including any accrued interest, shall be paid to the participant within sixty (60) days following the notification to the participant that the plan has been terminated.

L25.09

Contract

Each participant shall execute a contract wherein are set out the terms and conditions of participation in the plan.

L25.10

Deferment

A fully funded self-funded leave may be deferred upon request, subject to adjudication by the Employer on the basis that reason for the leave was due to unforeseen (e.g., medical) or unavoidable (e.g., election to union office) circumstances. The deferral period shall not last longer than six (6) years following the date the employee started contributing to the plan.

ARTICLE 26 - RELEASE OF FEDERATION OFFICERS

L26.01

In the event a member of the Local is elected or appointed to an office with the Provincial Executive of ETFO, the Employer agrees to give that person an indefinite leave of absence without pay.

L26.02

- a) Upon application by the Union a special leave will be granted for up to three (3) Teachers. Such leave will be granted for activities of the Union.
- b) Each Teacher on special leave shall receive regular salary and benefits and experience for grid placement.

ETFO will reimburse the Board for the replacement Teachers at the rate of salary at Category A3, Step 0, and for the full benefits premiums for the Teacher being replaced.

- c) Teachers returning from special leave shall notify the Employer by May 31.

L26.03

- a) Upon application by the Union, occasional release time shall be granted to Teachers to carry out Union activities.
- b) The Union shall reimburse the Employer for Occasional Teacher cost, if any.
- c) No reimbursement is required when representation is required by the Employer for meetings.

ARTICLE 27- SENIORITY

L27.01 Seniority shall be defined as total years under contract as an elementary Teacher with the Employer or its predecessors (Northumberland & Clarington Board of Education, Peterborough County Board of Education).

For purposes of seniority, a Teacher on part-time assignment shall be deemed to be on full-time assignment.

L27.02 The seniority ranking in the last posted seniority list at the date of ratification will be deemed fixed and accurate. Effective on the date of ratification of this agreement, for the purpose of Lay-off and Recall, any ties among the fifteen percent (15%) of the junior Teachers as determined pursuant to clause 27.01 shall be broken using the criteria in the following order:

- a) total employment as an Occasional Teacher in the elementary panel with the Employer or its predecessors (Northumberland & Clarington Board of Education, Peterborough County Board of Education) and where that is equal,
- b) other employment as an elementary Teacher in Ontario; and where that is equal
- c) employment as a secondary Teacher in the Board; and where that is equal

d) lot conducted jointly by the Parties.

- L27.03 Seniority accumulation shall be rounded up to the nearest 1/10 year for experience accumulated as a Long Term Occasional Teacher.
- L27.04 On or before November 1, a seniority list shall be drawn up by the Employer and shall be posted in every school or place of employment and provided to the Union. The list shall include the seniority status of every Teacher covered by this Collective Agreement in decreasing order of seniority and the factors which determined the seniority status of every Teacher respectively, as determined and accumulated in accordance with the above provisions.
- L27.05 The seniority list shall be reviewed and amended at the written request of either party or as may be necessary from time to time when an additional Teacher is employed or the employment of a Teacher is terminated. Notice of such amendments made to the seniority list shall be posted in every school or place of employment and furnished to the Union as soon as practicable after they occur.
- L27.06 A Principal or Vice-Principal who returns to the bargaining unit within two (2) years from assuming a position of Principal or Vice-Principal shall retain the seniority held at the time of leaving the bargaining unit.

ARTICLE 28- LAY-OFF AND RECALL

- L28.01 On or before May 1 each school year, the Employer shall issue a notice in writing to the Union as to whether the total number of Teachers employed exceeds the total number of Teachers required for the ensuing school year as determined by Article L10.01.
- L28.02 Whenever the Employer issues such a notice, and the total number of Teachers employed exceeds the total number required, then the notice given to the Union shall include the name of every Teacher who may be laid off.
- L28.03 Subject to program requirements, Teachers shall be declared redundant or declared surplus in reverse order of seniority. For clarity, redundancy or surplus may be full or partial.
- L28.04 When a position in a school is declared surplus, any Teacher may volunteer within three (3) working days, to be identified as the surplus Teacher. In the event that no Teacher volunteers, Teachers shall be declared surplus, subject to program requirements, in reverse order of seniority. For clarity, surplus may be full or partial.
- L28.05 On or before May 31, every Teacher who may be declared redundant shall be given written notice stating the effective date and the reasons thereof. Such

notice shall be accompanied by a recall list in order of seniority and a copy of the Process for Placement of Redundant Teachers.

L28.06 A Teacher who has been declared redundant shall retain, for a period of two (2) school years the following rights:

- a) the right to be recalled on the basis of seniority and to be assigned to a position for which the Teacher is qualified or can become qualified before the Teacher is required to return. It is incumbent upon the redundant Teacher to provide Human Resource Services with accurate and up-to-date documentation of successful completion of course(s) required for qualifications, beyond those listed on the Ontario College of Teachers record card, for the purpose of recall.
- b) The right to continue to participate in one or more of the benefit plans, provided the Teacher on recall list pays the total cost of such plans.
- c) the right to access the Employer's electronic job postings.

L28.07 A Teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.

L28.08 The Employer will notify the Teacher of recall opportunity by telephone and email through the Employer's internal email system. An employee receiving a phone call and/or email in accordance with this Article will contact Human Resource Services within twenty four (24) hours of receipt of the notice of recall. If after twenty four (24) hours the employee has not contacted the Human Resource Services, the Teacher will be deemed to have refused the position in accordance with Article L28.09. It shall be the responsibility of the Teacher to advise both the Employer and the Union of any change of address or contact information.

L28.09 The Teacher shall have the right to refuse one (1) position. The Employer will attempt to place the Teacher in a position in the same geographical area as the Teacher was last teaching.

L28.10 **Process for Recall of Redundant Teachers**

- a) A copy of the process will be provided to all Teachers on the Employer's internal email/conference site with the written notice of being declared redundant, in accordance with L28.05.
- b) Subsequent to the posting process in Article L6.03(f)(i), a vacancy which has been identified at a school will be filled as follows:

- i. The Employer will first look at the qualifications of the most senior Teacher on the recall list. If these qualifications fit the vacancy the position will be offered to the Teacher.
- ii. If the vacancy does not match the qualifications of the most senior Teacher on the recall list, the Employer will review the qualifications of other staff at the school, where the vacancy exists. If a reassignment of a Teacher on staff within the school results in a suitable position for the most senior Teacher on the recall list, such Teacher will be reassigned and the most senior Teacher on the recall list will be recalled into the resulting vacant position. It is understood and agreed that no reassignment will occur after July 15 under this Article.
- iii. The attempt to reorganize to create a suitable opening, as detailed above, is limited to the school where the original vacancy exists, and to specialized positions such as NSL, ESL, French, Special Education, Library, Guidance. This is not intended to impose reorganization with the school based on divisional job requirements.
- iv. Notwithstanding the above, teachers who have FSL qualifications but have not taught in a position requiring FSL for seven (7) years or more, will not be assigned a French position as part of the staffing process, unless the teacher volunteers for such assignment. An assignment of French equivalent to 0.25 FTE or less does not establish a new starting point for teacher's French position.
- v. If a reassignment at the school is not possible, the Employer will recall the first person on the recall list, in seniority order, who is qualified to fill the vacancy.
- vi. Vacancies which exist outside of the divisional qualifications of the most senior full-time Teacher on the recall list, will be offered to the Teacher. Refusal to offers outside of the Teacher's divisional qualifications will not be counted against the Teacher's right to recall, as set out in Article L27.11.

L28.11

Part-time Teachers on Recall List

Notwithstanding Article L28.11(b) i-vi, part-time Teachers on recall will be subject to the following qualifiers.

- a) Part-time Teachers must notify the Employer of a range of FTE no greater than their current FTE at the time of redundancy which they are willing to accept for recall.

- b) Offers for recall will only be made within the Teacher's desired range and Teachers will not be contacted for any other offer.
- c) Refusals to offers within this range will be counted against the Teacher's right to recall, as set out in Article 28.10.
- d) Teachers will be allowed to revise their desired range requests on a monthly basis.
- e) Vacancies which exist outside of the divisional qualifications of the most senior part-time Teacher on the recall list, will be offered to the Teacher once. Refusals will not be counted against the Teacher's right to recall, as set out in Article 28.10. Any subsequent offers will only be made for vacancies within the Teacher's desired range and within their divisional qualifications.

L28.12 Notwithstanding Article L28.11, Teachers who are on recall who held term positions or a position in accordance with Article L11.08, will be recalled to such positions following the exhaustion of the posting process.

L28.13 In the event that the instrumental music program in a school will be cancelled as a result of a Teacher being declared surplus and no other remaining Teacher in the school being qualified, the Employer and Union will meet to review and may over-ride the provisions above to ensure program continuity.

ARTICLE 29 - SPRING SURPLUS STAFFING PROCESS

L29.01 The annual spring surplus staffing placement meeting will normally occur no later than May 15 of each year. In the event that this meeting cannot take place by the aforementioned date, the Employer will advise the Union of the reasons thereof and in consultation with the Union will reschedule the meeting as soon as possible thereafter.

L29.02 Teachers declared surplus will complete a preferred assignment form within the prescribed timelines, identified each spring, and prior to any placements being made.

L29.03 During the placement meeting Teacher vacancies will be identified. The Teacher with the match to identified school program requirements, qualifications for the position, and the greatest seniority, will be placed in the vacancy that coincides with their preferred assignment request wherever possible.

L29.04 Prior to the annual spring surplus staffing placement meeting, a surplus Teacher may be recalled to the school they were declared surplus from if

staffing changes have created a vacancy. Recall may be full or partial and subject to the Teacher's consent.

L29.05 If a teacher is partially surplus in the spring and is assigned to multiple schools, they shall be recalled if the school they were partially surplus from has a vacancy prior to September 30th. Such recall is subject to the Teacher's consent and will only apply where the Teacher already holds partial FTE at the school to which they are being recalled at the time of recall.

Where the result of the recall would not decrease the number of locations the Teacher is assigned to, whether the teacher will be recalled would be determined at the discretion of the Employer on an individual case-by-case basis.

ARTICLE 30 - TEACHER ONE FOR ONE TRADE PROCESS

L30.01 Teacher One for One Trades will occur following the normal spring surplus placement meeting.

L30.02 No later than May 15, a teacher may apply to be included on the teacher initiated One for One Trade list.

L30.03 Beginning no later than the first Friday in June, the teacher initiated One for One Trade list will be available for two (2) weeks on the Employer's internal website.

L30.04 Teachers are responsible for facilitating their own One for One Trade and advising their Principal that they have entered into this process.

L30.05 Communication will only be through the Employer's email system which is not to be utilized during the Teacher's classroom instructional duties.

L30.06 The Teacher initiated One for One Trades will be available to Teachers provided they:

- Are not undergoing an administrator initiated out-of-cycle performance TPA (Teacher Performance Appraisal)
- Do not have an unsatisfactory review on their most recent TPA,
- Do not have an ongoing issue that is being investigated by the Ontario College of Teachers, the Children's Aid Society or Police Services,
- Have not received a letter of discipline within the last two (2) years,
- Have not taken a posting in rounds outlined in L6.03

- Have not been declared redundant to the system.

Eligibility in accordance with these criteria will be checked upon notification of a match.

- L30.07 Teachers are eligible to facilitate a trade with another teacher on the same list provided they have an equivalent FTE and are appropriately qualified.
- L30.08 Once the trade has been confirmed in the One for One Trade Software the trade will be considered final. No changes to this trade will be considered, with the exception of those teachers deemed to be ineligible as outlined in Article L30.06 or by mutual agreement by the Employer and ETFO.
- L30.09 In the event of extraordinary circumstances where a trade cannot be processed, the Superintendent responsible for elementary staffing will, before the trade is denied, inform the Union of the reason for the denial. The Superintendent responsible for elementary staffing will make such decision(s) within two (2) weeks for the confirmation of the request from being received by the Employer.
- L30.10 Once confirmation has been received and the One for One Trade has been finalized, teachers are not permitted to facilitate another One for One Trade in the same year, nor are they eligible to post into another position for the upcoming school year, unless it can be accommodated with their existing position or represents an increase in time.
- L30.11 Subject to any applicable eligibility provisions under the collective agreement, a teacher who has had their trade confirmed, will not have their teaching assignment changed for the following school year unless it is by mutual consent, except where the assignment is no longer available due to a change in enrolment resulting in the reorganization of students or cancellation of classes or program. For clarity, all other assignments will be subject to the normal processes of school organization or reorganization by the principal.

ARTICLE 31 - ACCESS TO FULL-TIME AND PART TIME POSITIONS

- L31.01 Any part-time Teacher who changed from a full-time to a part-time assignment with the Employer and who wishes to return to a full-time position, within five (5) years, may exercise this option subject to Article L28. The Teacher will be treated as returning from leave. The Teacher will notify the Human Resource Services designate in writing on or before February 28.
- L31.02 A part-time Teacher who requests a full time assignment for September will notify the Human Resource Services designate, using the online request form on or before February 28. Teachers requesting increases for September will

be notified of all available positions, through the Employer’s internal email system, following the spring surplus staffing meeting. Teachers interested in an increase in time to one of the available openings will notify the Human Resource Services designate, by noon the day following receipt of the available positions.

L31.03 Permanent Teachers will be offered a vacant full-time position for which they are qualified or can become qualified prior to the commencement of the position before a Teacher being newly hired by the Employer.

L31.04 A Teacher with a full-time assignment who prior to February 28, requests a reduction in assignment commencing the following school year will have the request granted, subject to the availability of suitable assignment within his or her current work site.

ARTICLE 32 – TEMPORARY PRINCIPALS AND VICE-PRINCIPALS

L32.01 **Teacher-in-Charge**

For absences of ten (10) consecutive school days or less, a consenting Teacher may be appointed as a teacher-in-charge. The Teacher who agrees to such a position shall be paid an allowance for each full day of replacement in accordance with the following schedule:

2022	\$54.37
2023	\$56.00
2024	\$57.54
2025	\$58.98

L32.02 For absences of eleven (11) consecutive school days or more, the parties agree that a Teacher may be appointed to a position of a temporary or an acting Principal or Vice-Principal for a period of up to one (1) school year.

A Teacher who is appointed to a position of a temporary or acting Principal or Vice-Principal shall be paid according to applicable minimum salary that applies for Principals and Vice-Principals.

For the purpose of determining seniority, service in a temporary position shall be considered as continuous service within the bargaining unit.

L32.03 Any Teacher acting as a temporary Principal, Vice-Principal or teacher-in-charge shall not discipline or evaluate the performance of any other Teacher.

ARTICLE 33 - GRIEVANCE PROCEDURE

L33.01 **Definition**

- a) A “grievance” is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) “days” shall mean regular work days unless otherwise indicated.

L33.02 A Teacher shall have the right to have present a representative from the Union to assist the Teacher at any stage in this grievance procedure.

L33.03 **Procedure**

Informal Stage

Any dispute to be recognized as a grievance must first be brought to the attention of the principal or immediate supervisor within twenty (20) days of the time when the Teacher should reasonably be expected to be aware of the relevant facts. The Union, or Teacher (with or without Union representation) shall discuss the matter with the principal or Labour Relations in an attempt to resolve the matter informally.

Formal Stage

Step One

If the decision of the principal or immediate supervisor is not acceptable to the Teacher or the Union, the Union may file a formal grievance, in writing, within ten (10) days of receipt of the decision.

The written grievance shall contain:

- i. a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii. a statement of the facts to support the grievance; AND
- iii. the relief sought; AND

The Human Resource Services designate, shall reply in writing within ten (10) days of receipt of the grievance.

Step Two

If no settlement is reached at Step One, the Union may, within ten (10) days of receipt of the written reply of the Human Resource Services designate, refer the matter to the Employer's Grievance Committee. The Employer shall meet with the Union's Grievance Committee within ten (10) days of receipt of the written request of the Union to discuss and endeavour to solve the problem.

The Employer shall answer the grievance, in writing within ten (10) days of the meeting.

L33.04 If the reply of the Employer is unacceptable to the Union, it may, within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

L33.05 A policy grievance is a dispute arising out of the application, administration, interpretation or alleged violation of the Collective Agreement. Both the Union and the Employer have the right to file a policy grievance. A group grievance is a grievance on behalf of two (2) or more Teachers who are similarly affected as a result of an alleged violation of the Collective Agreement.

Policy or group grievances must be filed within twenty (20) days of the event which gave rise to the grievance, or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. If filed by the Union, the grievance shall be filed at Step One: Formal Stage. If filed by the Employer, the grievance shall be filed with the Union who shall replace the Human Resource Services designate in the Formal Stage of the Grievance Procedure.

L33.06 **Arbitration**

Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the grievance or allegation to arbitration by a single arbitrator. The notice will contain the name(s) of the party's proposed arbitrator(s) and will be delivered to the other within fifteen (15) working days of the reply under Step 2. The recipient party will, within fifteen (15) working days, advise the other of the name of its proposed arbitrator(s). If the parties

fail to agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party.

Either party may submit the grievance to a Board of Arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any Teacher or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against time lines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

- L33.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.
- L33.08 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.
- L33.09 Should the processing or investigation of a grievance require that a Teacher or the Union representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Human Resource Services designate.

- L33.10 Both parties agree to pay one-half (1/2) of the fees and expenses of the single arbitrator or the fees and expenses of the parties respective appointees and one-half (1/2) of the fees and expenses of the chair of the Arbitration Board.
- L33.11 Where a Teacher has received a termination notice, the Union may file a grievance at Step 1 within ten (10) school days of written notice of termination.
- L33.12 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.
- L33.13 **Grievance Mediation**
- The parties may agree to use a grievance mediator in order to attempt to resolve issues that have been through the grievance procedure and prior to arbitration.
- The cost of the mediator will be shared between the Employer and the Union on a fifty-fifty (50/50) basis.

ARTICLE 34 - STRIKE OR LOCKOUT

- L34.01 The Employer 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.
- L34.02 In the event of a strike by other employees, representatives of the Employer will meet with representatives of the Union prior to the strike to discuss the impact of the strike on the Union's membership.

ARTICLE 35 - UNION REPRESENTATIVES

- L35.01 The Union shall notify the Employer in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent Teachers in a particular school or workplace on behalf of the Union (Workplace Steward).
- L35.02 The Employer shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.
- L35.03 Subject to the prior arrangement with the Principal, the Union shall have access to its members, including Workplace Stewards, provided that this does not interrupt the instructional program.

L35.04

- a) When the Employer requires Union representation on any committee, the Union shall appoint its representative(s).
- b) When the Employer requires Teacher participation on any committee, the Employer will advise the Union in writing of the members on the committee.

ARTICLE 36 - TEACHER PERFORMANCE APPRAISAL

L36.01 Performance Appraisal applies to all members of the Union.

L36.02 The Employer will continue to consult with the Union with respect to any amendments or changes to the Employer's policies and procedures regarding Teacher performance appraisals.

L36.03 When a Teacher receives a performance appraisal which was rated unsatisfactory the Employer shall forward a copy of the report to the Union President provided that the Teacher has authorized the Employer, in writing, to forward such report.

A Teacher may have Union representation at any meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated unsatisfactory or at any part of the out-of-cycle teacher performance appraisal process.

L36.04 Teachers shall not conduct the performance appraisal of another Teacher.

L36.05 The Union has the right to file a grievance with respect to a performance appraisal report which may lead to termination up to the last day of the school year in which the performance appraisal cycle is completed.

L36.06 Administrators shall endeavour to complete classroom observations by May 31 of that school year.

LETTER OF UNDERSTANDING #1

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

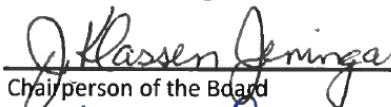
Re: Use of Employer’s Premises and School Visits

The Employer agrees to be cooperative with Elementary Teachers’ Federation of Ontario about carrying out Union business on the Employer’s premises provided that no costs are incurred by the Employer. Request for use of the Employer’s premises shall be made to the Human Resource Services designate.

The Employer recognizes that Released Union Officers and Provincial Union Representatives may be required to visit elementary schools to represent elementary teachers. The Union will endeavour to provide the schools’ Principal/Human Resource Services with as much notice as possible when visiting schools.

Dated at Peterborough, Ontario this 1st day of March 2024.

Kawartha Pine Ridge District School Board



Chair person of the Board

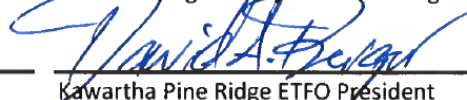


Director of Education

ETFO Kawartha Pine Ridge DSB



ETFO Staffing Officer, Collective Bargaining Services



Kawartha Pine Ridge ETFO President



Kawartha Pine Ridge ETFO 1st Vice-President

LETTER OF UNDERSTANDING #2

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Elementary Teachers’ Federation of Ontario (The “Union”)

Re: Protocol on Staffing Placement Due To School Accommodation Change

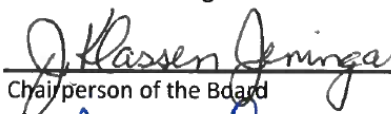
In the event of a School Closure/Boundary Change/New School Opening/School Reorganization, existing elementary teaching staff at affected sites will be treated in the following manner:

1. The number of classroom teachers to be assigned to the new school or reorganized school shall be determined in accordance with the staffing provisions under Article 12 of the collective agreement. Non-classroom teachers (eg. Librarian, Special Education, French, Guidance, English as a Second Language etc.) will be assigned to the school in accordance with the normal staffing procedures as determined by the Superintendent responsible for elementary staffing.
2. Where a new school is opened and it results in boundary changes for one or more existing schools, the following will apply:
 - Teachers from the affected schools(s) may elect to go to the new school or remain at the existing school(s) and become part of the overall staffing process for that new school or existing school(s) based on program requirements in accordance with Article 28. If no or not enough Teacher(s) elects to volunteer, then subject to program requirements in accordance with Article 28, the least senior teacher(s) will be assigned to the new school or reorganized site.
3. Where two or more schools staffs are combined into a new school, the following will apply:
 - Teachers will be deemed to be one staff at the new School for the purposes of the annual staffing process. In the event the current FTE teachers exceeds the projected staffing needs, teachers shall be declared surplus, based on program requirements in reverse order of seniority.

4. Where one or more schools are closed and teachers are integrated into one or more existing schools, the following will apply:
 - Teacher(s) from the closed schools may choose to become voluntarily surplus. If no or not enough teacher(s) elect to volunteer to be surplus, then subject to FTE allocation and program requirements at the integrated existing schools, the most senior teacher(s) will select which of the integrated school(s) they wish to be assigned to. Teachers at the integrated school(s) will be deemed to be one staff for the purposes of the annual staffing process. In the event the current FTE teachers exceeds the projected staffing needs, teachers shall be declared surplus based on program requirements in reverse order of seniority.
5. Teachers on a leave of absence shall be assigned in accordance with the above.
6. In the event that a vacancy prior to June 30th is created due to the resignation or retirement of a Teacher who would have been assigned to the new school, or reorganized site, subject to program requirements, the next most senior teacher that was not assigned to the new school, or reorganized site, will be offered the vacant position.
7. Once the Teacher's new assignment is confirmed, he or she will have one week to withdraw his or her transfer form.

Dated at Peterborough, Ontario this 1st day of March 2024.

Kawartha Pine Ridge District School Board



Chairperson of the Board



Director of Education

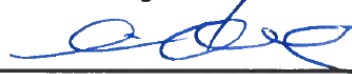
ETFO Kawartha Pine Ridge DSB



ETFO Staffing Officer, Collective Bargaining Services



Kawartha Pine Ridge ETFO President



Kawartha Pine Ridge ETFO 1st Vice-President

LETTER OF UNDERSTANDING #3

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

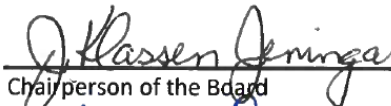
Re: Grade 4 - 8 Class Size Reduction

In accordance with the PDT Agreement dated February 12, 2009, the board will reduce the Grade 4 - 8 average class size as follows;

		which will result in an average Gr. 4-8 class size of
2009 - 2010	by 0.1 over the 2008 - 09 Grade 4 - 8 average class size	25.1
2010 - 2011	by 0.2 over the 2008 - 09 Grade 4 - 8 average class size	25
2001 - 2012	by 0.3 over the 2008 - 09 Grade 4 - 8 average class size	24.9
Aug. 31, 2012	by 0.5 over the 2008 - 09 Grade 4 - 8 average class size	24.7

Dated at Peterborough, Ontario this 1st day of March 2024.

Kawartha Pine Ridge District School Board



Chair person of the Board



Director of Education

ETFO Kawartha Pine Ridge DSB



ETFO Staffing Officer, Collective Bargaining Services



Kawartha Pine Ridge ETFO President



Kawartha Pine Ridge ETFO 1st Vice-President

LETTER OF UNDERSTANDING #4

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

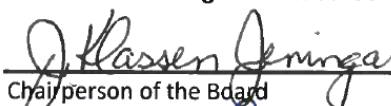
The Elementary Teachers’ Federation of Ontario (The “Union”)

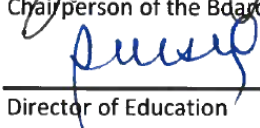
Re: Ministry Mandated Changes to Local Arrangements

In the event that the Ministry mandates substantial changes to local arrangements in respect of the Joint Health and Safety Committee (JHSC) shifting from a central/employer-wide committee to a site-based arrangement, the Employer shall consult with the Union prior to implementation for the purposes of reviewing where locally established practices may be continued.

Dated at Peterborough, Ontario this 1st day of March 2024.

Kawartha Pine Ridge District School Board


Chair person of the Board


Director of Education

ETFO Kawartha Pine Ridge DSB


ETFO Staffing Officer, Collective Bargaining Services


Kawartha Pine Ridge ETFO President


Kawartha Pine Ridge ETFO 1st Vice-President

LETTER OF UNDERSTANDING #5

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

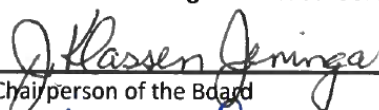
Re: Exposure to Violence

Within ninety (90) days of the ratification of the collective agreement, the Parties will meet to discuss implementation and accountability measures following reports of violent incidents. For clarity, such discussion will include check-ins, debriefing, meetings, and monitoring of response implementation.

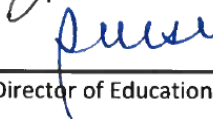
The parties agree that this letter will expire on August 31, 2026.

Dated at Peterborough, Ontario this 1st day of March 2024.

Kawartha Pine Ridge District School Board



Chair person of the Board



Director of Education

ETFO Kawartha Pine Ridge DSB



ETFO Staffing Officer, Collective Bargaining Services



Kawartha Pine Ridge ETFO President



Kawartha Pine Ridge ETFO 1st Vice-President

LETTER OF UNDERSTANDING #6

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

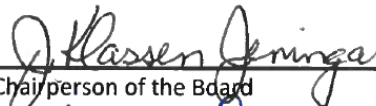
Re: Payback Preparation Time

Within ninety (90) days of the ratification of the collective agreement, the Parties will meet to explore the availability of solutions that would support schools in ensuring that planning for payback preparation time will not be required of the teacher receiving the payback preparation time.

The parties agree that this letter will expire on August 31, 2026.

Dated at Peterborough, Ontario this 1st day of March 2024.

Kawartha Pine Ridge District School Board


Chair person of the Board


Director of Education

ETFO Kawartha Pine Ridge DSB


ETFO Staffing Officer, Collective Bargaining Services


Kawartha Pine Ridge ETFO President


Kawartha Pine Ridge ETFO 1st Vice-President

LETTER OF UNDERSTANDING #7

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

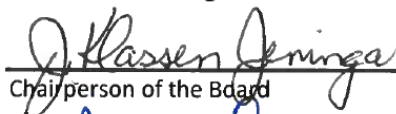
Re: Professional Judgement

At the request of either party, the parties shall meet to discuss messaging that may be issued to the system to support the building of shared understanding of the application and scope of teacher professional judgement.


The parties agree that this letter will expire on August 31, 2026.

Dated at Peterborough, Ontario this 1st day of March 2024.

Kawartha Pine Ridge District School Board



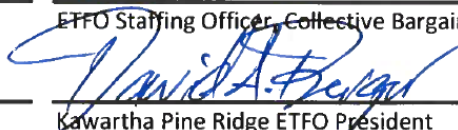
Chair person of the Board


Director of Education

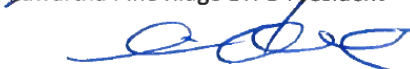
ETFO Kawartha Pine Ridge DSB



ETFO Staffing Officer, Collective Bargaining Services



Kawartha Pine Ridge ETFO President



Kawartha Pine Ridge ETFO 1st Vice-President

LETTER OF UNDERSTANDING #8

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Elementary Teachers’ Federation of Ontario (The “Union”)

Re: Continuation of Benefits for Retirees

The parties agree to maintain the following language concerning the continuation of benefits for retirees until the transition to the ELHT has been completed:

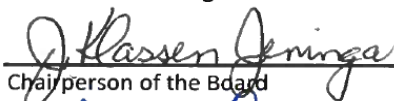
Continuation of Benefit Plans

- a) Subject to eligibility requirements as specified by the insurer, a Teacher who takes early retirement may retain membership in any of the Benefit Plans to which they belong at the time of retirement until they attain the age of sixty-five (65) years. Early retirement shall mean retirement between ages fifty-five (55) to sixty-five (65) on a pension pursuant to the Teachers’ Pension Plan with payment to begin within two (2) months of the retirement date. Notwithstanding the foregoing, the minimum early retirement age of fifty-five (55) is waived for the duration of this Collective Agreement.
- b) Subject to eligibility requirements as specified by the insurers, a Teacher who is terminated by the Employer because they have exhausted their sick leave or because they are unable to perform their duties for reason of disability, may retain the right to participate in any of the Group Benefits to which they belong until they attain the age of sixty-five (65) years.
- c) To maintain participation and coverage under the Collective Agreement, the retired or terminated Teacher must agree to participate in a preauthorized debit plan to pay the full annual premiums. The retired or terminated Teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the individual’s account on the 10th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for anyone should any two payments be denied for reason of insufficient funds. The Employer reserves the right to establish a separate group for individuals, as outlined in (a) and (b) above, with premiums determined on the basis of the participants in the group.


The parties agree that this letter will expire once the transition for retirees to the ELHT is complete.

Dated at Peterborough, Ontario this 1st day of March 2024.

Kawartha Pine Ridge District School Board




Chairperson of the Board




Director of Education


ETFO Kawartha Pine Ridge DSB



ETFO Staffing Officer, Collective Bargaining Services



Kawartha Pine Ridge ETFO President



Kawartha Pine Ridge ETFO 1st Vice-President

LETTER OF UNDERSTANDING #9

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Elementary Teachers’ Federation of Ontario (The “Union”)

Re: Supplemental Employment Benefit for Pregnancy and Parental Leave

Whereas the Parties are subject to a Collective Agreement;

And whereas the Employment Insurance Act was revised to move from a two-week waiting period to a one-week waiting period; however, this change did not reflect a change to the maximum of 15 weeks of benefits payable during a pregnancy leave or 25 weeks of benefits payable during a parental leave;

And whereas the Ministry of Education released Memorandum 2018:B05 that recommended that school boards work with their local bargaining partner to agree to administer the EI changes in a manner that is cost neutral for employees and school boards that would still provide the eligible employee with the same SEB benefits payable prior to the Employment Insurance changes to the waiting period;

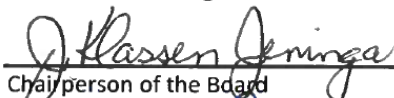
Now therefore, the Parties agree as follows:


1. To administer the SEB payment for pregnancy leave in a cost neutral approach, eligible employees will receive an additional SEB payment from the Employer which will amount to the difference between 100% of the employee’s gross salary in the second week of the claim and the amount paid to the employee as a SEB top-up in the second week.
2. That this agreement will take effect on the date of signing for any employee still on a pregnancy or parental leave, who has an eligibility to SEB as outlined in Article L19.
3. That within 90 days of the ratification of the collective agreement the Employer shall advise the Union of how the payment of the additional SEB payment will be administered by payroll.

The parties agree that this letter will expire on August 31, 2026.


Dated at Peterborough, Ontario this 1st day of March 2024.


Kawartha Pine Ridge District School Board



Chair person of the Board


Director of Education

ETFO Kawartha Pine Ridge DSB


ETFO Staffing Officer, Collective Bargaining Services


Kawartha Pine Ridge ETFO President


Kawartha Pine Ridge ETFO 1st Vice-President

LETTER OF UNDERSTANDING #10

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Elementary Teachers’ Federation of Ontario (The “Union”)

Re: Fulfilling Special Education Requirement - Release Time

Whereas the Parties have discussed in bargaining the differentiated pressures on the workload of individual teachers resulting from the volume and complexity of developing Individual Education Plans (IEPs);

For the term of the 2022-2026 collective agreement and beginning September, 2024:

The Employer shall allocate a total amount of \$70,000 per school year for schools to access for release time, with a maximum distributed allocation per school to be determined. Such amount is dedicated for the exclusive purposes of providing release time to teachers to fulfill the completion of IEPs and shall be allocated at the discretion of the school Principal.

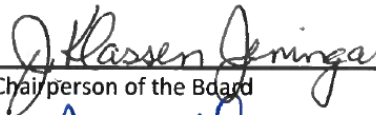
Within ninety (90) days of the ratification of the collective agreement, the Employer shall advise the Union of how this amount will be allocated to schools and administered.

In the event that this letter of agreement is not renewed in the next round of bargaining, \$40,000 shall be reallocated to the Education Improvement Plan (EIP) and Article L24.02 will be updated accordingly to reflect a total amount of \$120,000 annually.


The parties agree that this letter will expire on August 31, 2026

Dated at Peterborough, Ontario this 1st day of March 2024.

Kawartha Pine Ridge District School Board



Chairperson of the Board



Director of Education

ETFO Kawartha Pine Ridge DSB



ETFO Staffing Officer, Collective Bargaining Services



Kawartha Pine Ridge ETFO President



Kawartha Pine Ridge ETFO 1st Vice-President

COLLECTIVE AGREEMENT

This Collective Agreement is made this

1st day of March 2024

between


ELEMENTARY TEACHERS FEDERATION OF ONTARIO

KAWARTHA PINE RIDGE LOCAL

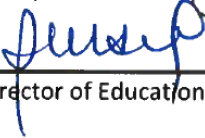
AND

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

Kawartha Pine Ridge District School Board



Chairperson of the Board



Director of Education

ETFO Kawartha Pine Ridge DSB



ETFO, Deputy General Secretary



ETFO Staff Officer, Collective Bargaining Services



Kawartha Pine Ridge ETFO Local President



Kawartha Pine Ridge ETFO 1st Vice-President

ADDENDUM 1

(Former Peterborough County Board of Education)

ARTICLE 10 - SICK LEAVE/RETIREMENT CREDIT INCENTIVE PLAN

10.01 A sick leave/retirement credit incentive plan shall be provided for --

- a) all full-time permanent Teachers;
- b) part-time Teachers who qualify under 10.01(a) and 10.02 but who for reasons acceptable to the Director of Education have taught continuously for this Employer for less than full time in the last few years.

10.02 Any Teacher who qualifies under part 10.01 who retires during the life of this agreement and submits proof that they have been superannuated from the profession is entitled to receive a credit incentive if they have a minimum of 10 continuous and consecutive years of full time services as a Teacher with this Employer or its predecessors.

10.03 An eligible full time Teacher Clause 10.01(a) shall receive a credit incentive (CI) as calculated according to the following scale based on the total years of service in the profession for which the Teacher has been given credit in the salary records of this Employer:

10 years	CI = 25 percent	$x S x \frac{N}{200}$
11 years	CI = 27½ percent	$x S x \frac{N}{200}$
12 years	CI = 30 percent	$x S x \frac{N}{200}$
etc.		
19 years	CI = 47½ percent	$x S x \frac{N}{200}$
20 or more years	CI = 50 percent	$x S x \frac{N}{200}$

Where **S** = annual salary as calculated for the last full year of employment, and

N = number of days accumulated for sick leave purposes to a maximum of 200.

In the case of the Teacher who has been teaching less than full time in their last few years [10.01(b)] the credit incentive shall be calculated on the salary arrived at as follows: the percentage of time worked times the salary of the individual for each year for as many years as it takes to make a full year of employment, e.g., if a Teacher works 50 percent of full time for the last year and retires in June 1993, the salary for the purpose of credit incentive would be calculated as follows:

Salary	Total Salary	Salary for Calculation of Credit Incentive
2004-2005 Full-Time	\$55,000	\$27,500
2003-2004 Half-Time	\$29000	\$29000
		\$56,500

Credit Incentive - insert the salary arrived at here in the formula provided above.

In any event the credit incentive shall not exceed one-half of one year's earnings.

It is understood that any interruption of service due to leaves granted by the Board does not adversely affect the consecutive nature of a Teacher's service.

- 10.04 An unpaid leave of absence granted by the Employer which results in a person not teaching for a recognized Board of Education shall not be considered as experience for credit in the plan, but neither shall it be considered a break in the employee's service.
- 10.05 Teachers who are discharged or who voluntarily leave the service of the Employer but do not retire from the profession shall receive no remuneration for accumulated sick leave.
- 10.06 An application for credit incentive must be submitted in writing to the Human Resource Services designate four (4) months prior to the payout date as outlined in 10.09. If application is received less than four (4) months prior months prior to the payout date as outlined in 10.09, the Board reserves the right to pay the retirement incentive at the next payout date.
- 10.07 The credit incentive for an eligible Teacher who dies in service shall be paid to their estate.
- 10.08 Teachers on staff previous to January 1, 1969, shall receive the greater benefit of this plan, or the plan of the predecessor Board of Education.
- 10.09 A Teacher who is eligible for a credit incentive shall have the following options regarding payment
 - a) total amount in August of year retiring, or the following March,
 - b) 1/2 in August, 1/2 the following March,
 - c) 1/4 in August, 3/4 the following March.

The Teacher shall make the choice of method of payment upon application as in item 10.06.

ADDENDUM 2

(Former Northumberland-Clarington Board of Education)

ARTICLE XIV – CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY

14.01

- a) (The Board will place to the credit of each Teacher at the end of each school year the full unused portion of the Teacher's annual statutory sick leave to a cumulative total of three hundred (300) days for purpose of sick leave.
- b) (For purposes of retirement gratuity, the Board will place to the credit of each Teacher at the end of each school year the full unused portion of the Teacher's annual statutory sick leave to a cumulative total of three hundred (300) days.

Note:

- 1. Any withdrawal from cumulative sick leave will be accompanied by an equivalent withdrawal from retirement gratuity credits. If a Teacher has accumulated the maximum cumulative total for sick leave credits (300 days) and retirement gratuity credits (300 days) by the end of the school year, then any withdrawal in sick leave credits or retirement gratuity credits in the next school year shall be deducted from the twenty (20) statutory sick leave days for both sick leave and retirement gratuity purposes before any deduction is made from the maximum cumulative totals of the sick leave credits and retirement gratuity credits.
- 2. If a Teacher's accumulated retirement gratuity credit is represented by X (days), then for purposes of calculating the Teacher's retirement gratuity, X will be the lesser of the Teacher's total retirement gratuity credit or two hundred (200).

14.02 An application for credit incentive must be submitted in writing to the Human Resource Services designate four (4) months prior to the payout date as outlined in 14.05. If application is received less than four (4) months prior to the payout date as outlined in 14.05, the Board reserves the right to pay the retirement incentive at the next payout date.

14.03 The Board will pay a retirement gratuity to each Teacher with ten (10) or more consecutive years of service with the Board immediately prior to retirement and who has accumulated retirement gratuity credits, according to the following scale:

ten (10) consecutive years - twenty-five percent (25%) of x (in days)

eleven (11) consecutive years – twenty-seven and one half percent (27.5%) of x (in days)

twelve (12) consecutive years - thirty percent (30%) of x (in days)

thirteen (13) consecutive years - thirty-two and one half percent (32.5%) of x (in days)

etc.

nineteen (19) consecutive years—forty-seven and one half percent (47.5%) of x (in days)

twenty (20) consecutive years – fifty percent (50%) of x (in days)

14.04

- a) (The amount of gratuity will be calculated by dividing the product of the number of days obtained from the scale as set out in Article 14.02 and the final year's salary by two hundred (200).
- b) (Notwithstanding Article 14.03 (a) above, where a full-time Teacher elects to change the Teacher's status from full-time to part-time for the Teacher's final year of employment with the Board prior to retirement, the final year's salary will be deemed to be at the full-time rate for the purpose of calculating the retirement gratuity.

14.05 A Teacher who is eligible for a credit incentive shall have the following options regarding payment.

- a) total amount in August of year retiring, or the following March,
- b) 1/2 in August, 1/2 the following March,
- c) 1/4 in August, 3/4 the following March.

The Teacher shall make the choice of method of payment upon application as in item 14.02.

14.06 Should a Teacher die in service, the Board will pay to the Teacher's estate the full retirement gratuity to which the Teacher would have been entitled (if any) on the date of the Teacher's death.

14.07 For purposes of this article, a retired Teacher shall mean a Teacher who has left the employ of the Board, is entitled to pension under the provisions of the Teacher's Superannuation Act, and who actually commences to draw such pension. (It is not the intention of the Board to declare as ineligible those Teachers who may wish to offer their services as occasional supply staff following retirement.)

14.08 Notwithstanding Article 14.05, at the Teacher's request, the Board will make a payment from the Teacher's retirement gratuity directly to the Teachers' Pension Plan Board for a buy-back of past service. Within three (3) months prior to retirement, the Teacher must submit a letter of verification of eligibility for pension and buy-back privileges from the Teachers' Pension Plan Board and a written request to the Human Resources designate for the advance payment.

The amount of the retirement gratuity payable after the Teacher's retirement shall be the residual amount of the Retirement Gratuity minus interest on the advance payment calculated at a rate equal to the Board borrowing rate plus one percent (1%).

14.09 Any Teacher whose appointment becomes effective after 1 September 1980, will be limited to a maximum retirement 3

ADDENDUM 3

(From the 2008-2012 Collective Agreement)

ARTICLE 15 - RETIREMENT GRATUITY

15.01 A Teacher employed by the Employer as of August 31, 1998 shall be eligible to receive a retirement gratuity in accordance with the provisions of the plan which applied to such Teachers as of that date. Such plans shall be attached to this Collective Agreement as Addendum 1.

15.02 Notwithstanding Clause 15.01, Teachers hired by the former Northumberland-Clarington Board of Education between September 2, 1980, and August 31, 1998, and who are eligible for a retirement gratuity shall be entitled to one of the following options:

- d) continue in the plan as indicated in Clause 15.01, or
- e) accept a percent of the Teacher's actual salary as of September 1, 1998 deposited in an account of the Teacher's choice with the Ontario Teachers' Group Investment Funds based on the following:

Year Hired Percent of September 1, 1998
Actual Salary

1997	3.5
1996	3.6
1995	3.7
1994	3.8
1993	3.9
1992	4
1991	4.1
1990	4.2
1989	4.4
1988	4.6
1987	4.9
1986	5.2
1985	5.5
1984	5.8
1983	6.1
1982	6.4
1981	6.7

A Teacher who selects option (b) must remain with the Employer for ten (10) years from September 1, 1998 or until retirement on a pension pursuant to the Teachers' Pension Plan, whichever is earlier. If a Teacher does not fulfill the foregoing requirement, the investment shall belong to the Employer.

The selection of option (a) or (b) must be made no later than October 31, 1999.

15.03

- f) For each Teacher hired by the Employer effective September 1, 2002 and thereafter, the Employer shall contribute three and one -half (3.5) percent of the amount of A3 Year 0 of the grid then in effect which shall be deposited in an account of the Teacher's choice with the Ontario Teachers' Group Financial Inc. upon the completion of two (2) years of service.
- g) Upon eligibility, the Board shall send notification that Teachers must designate an account to which their investment is to be directed. These Teachers will be notified by October 15th and April 15th following their eligibility in accordance with (a) above.
- h) On or before January 31st of each year, the Union shall be annually furnished with a list of Teachers who have not responded to the notification as outlined in 15.03 (b).
- i) If a Teacher leaves the Employer after two (2) years of service, the investment shall belong to the Teacher. If the Teacher subsequently returns to the Employer, no additional Employer contribution will be required for such a Teacher pursuant to this Article.