

COLLECTIVE AGREEMENT

between

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(hereinafter referred to as the "ETFO")

Representing

The Elementary School Teachers' Federation Employed by the
Avon Maitland District School Board
(hereinafter referred to as the "Union Local")

and

THE AVON MAITLAND DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

Effective September 1, 2022 to August 31, 2026



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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, SCOPE AND DEFINITIONS

- 1.01 It is the purpose and intent of the parties to this Collective Agreement, hereinafter referred to as this “Collective Agreement”, to set forth the terms and conditions of employment with the Board including salary, allowances and other related provisions which govern the teachers covered by the Collective Agreement and to provide for a fair and expeditious procedure for the resolution of differences which may arise between the Parties.
- 1.02 Each of the parties to this Collective Agreement will make every reasonable effort to avert a breach of this Collective Agreement by any person governed by this Collective Agreement and in all respects will counsel members and representatives to abide by all terms or decisions made pursuant to or contained within this Collective Agreement and will not support in any way actions that would not be in accord with the provisions of this Collective Agreement. Notwithstanding the above, either party shall be free to challenge any arbitration decision.
- 1.03 “Teacher” or “teachers” means all Elementary School teachers, consultants and coordinators employed by the Avon Maitland District School Board who are assigned for all or most of the time to perform duties in or for the elementary panel and who are members of the Union.
- 1.04 “Union” means The Elementary Teachers' Federation of Ontario. “Union Local” means the Elementary Teachers' Federation of Ontario - Avon Maitland Teachers' Local employed by the Board.
- 1.05 “Board” means The Avon Maitland District School Board.
- 1.06 “Administration” means the Director of Education for the Board, and the Supervisory Officials, or those acting as designates of the aforementioned officers.
- 1.07 “Director” means the Director of Education for the Board.

ARTICLE 2 – RECOGNITION

- 2.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all teachers employed by the Board in its elementary panel, save and except occasional teachers.
- 2.02 The Elementary Teachers' Federation of Ontario is recognized as a party to all proceedings, negotiations and collective agreements between the parties.

- 2.03 The Board recognizes the right of the Union to authorize members or any other advisor, agent, counsel, solicitor or duly authorized representatives to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.04 The Union recognizes the right of the Board to utilize the services of the Ontario Public School Boards' Association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.05 The Union Local will inform the Board from time to time of who is authorized to act on behalf of the Union Local.
- 2.06 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Director of Education or designate and the President of the Union Local or designate.
- 2.07 The Union shall have access to its members for Union business provided that this does not interrupt the instructional program or school and student activities.

ARTICLE 3 – DURATION AND RENEWAL

Refer to Section C3.2 and C3.6 of Part A: Central Terms.

- 3.01 No amendments can be made to the local section of this Collective Agreement without the mutual written consent of the parties.
- 3.02 There shall be no strike or lock-out during the term of this Collective Agreement, or any renewal of this Collective Agreement. The terms 'strike' and 'lock-out' shall be as defined in the Ontario Labour Relations Act.

ARTICLE 4 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.01 Subject to the right of either party to lodge a grievance as set out in this Collective Agreement and subject to the other terms, provisions and conditions contained in this Collective Agreement, the parties recognize the sole and exclusive right and obligation of the Board to exercise its management rights and functions including the right to manage the affairs of the Board in all respects and to carry out such other responsibilities of the Board which are not specifically abridged, amended or limited by the terms of the Collective Agreement and which are in compliance with the prevailing statutes and regulations.

4.02 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.

4.03 **Just Cause**

No teacher shall be disciplined, demoted or discharged without just cause. Such cause shall be communicated in writing within ten (10) school days from the time the teacher is informed of such action being taken.

Wherever possible, prior to any teacher being disciplined, demoted or discharged, a meeting shall be held between the teacher and a Board representative to discuss the matter. A teacher shall have the right to have the Union Local president or designate present at any meeting when the conduct or competence of the teacher is being questioned.

4.04 Evaluations

- a. The Board shall advise the Union Local of the procedures for evaluation. The Board agrees to follow the evaluation procedures developed. The Board agrees to consult with the Union Local on changes to the procedures, as may occur from time to time.
- b. At the request of the teacher, a meeting shall be held to review and discuss the evaluation, prior to the final evaluation report.
- c. At the request of the teacher, a teacher shall be given forty-eight (48) hours to review, sign, and attach written comments to the report.
- d. A teacher shall receive a minimum of forty-eight (48) hours notice of any performance appraisal observation by a qualified Principal or a qualified Vice-Principal as per article 35.05.
- e. Peer Coaching and Mentoring
Except as otherwise required in the Education Act or in regulation, no teacher shall be required to act as a peer coach or mentor to another teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any teacher.
- f. Except as otherwise required in the Education Act or in regulation, no teacher shall be required to act as a member of a district review team as part of the School Effectiveness Framework. No information obtained by the district review team, as part of their review, shall be used in the assessment or evaluation of any teacher.

- g. The Board shall provide the Union Local with a list of all the elementary school teachers scheduled for a performance evaluation by October 15. The list shall include name of member and school/worksite as of September 30.

ARTICLE 5 – UNION DUES AND ASSESSMENTS

- 5.01 The Board shall deduct from each teacher union dues and assessments. The amounts of such dues and assessments shall be determined by the Union and shall be forwarded to the General Secretary at the Elementary Teachers' Federation of Ontario, 136 Isabella Street, Toronto, Ontario M4Y 0B5, within thirty (30) days of the dues being deducted. The Union shall notify the Board in writing of any changes required for dues and assessments and such changes will be implemented within thirty (30) days of the receipt of such communication.
- 5.02 The Board shall deduct a local levy for Union Local purposes from all teachers in accordance with the authority of the Union Local by-laws. The levy will be forwarded to the Union Local treasurer within forty-five (45) days of the levy being deducted. The Board shall be notified of the amount prior to June 15 for deductions to commence the following school year.
- 5.03 Such remittance(s), in Articles 5.01 and 5.02 above, shall be accompanied by a dues submission list identifying the name, address, board email, Ministry Identification Number (MIDENT), FTE status, salary, dues deducted, member status (active/terminated/retired), member leave status (deferred/paid/parental/unpaid/WSIB), and OCT number for each member. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.
- 5.04 The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union or Union Local.
- 5.05 **Humanity Fund**
Effective September 1, 2005, the Board shall deduct a local levy for Humanity Fund purposes from all teachers in accordance with the authority of the Union Local by-laws. The levy will be forwarded to the Union Local treasurer within forty-five (45) days of the levy being deducted. The Board shall be notified of the amount prior to June 15 for the deductions to commence the following school year.

ARTICLE 6 – LIABILITY INSURANCE

- 6.01 The Board shall continue to maintain sufficient liability insurance for teachers arising from the performance of:
- 1) their assigned duties as described in the Education Act and its Regulations;
 - 2) involvement in voluntary activities;
 - 3) any activities related to any Board Policy.

ARTICLE 7 – NO DISCRIMINATION

- 7.01 No teacher shall be discriminated against on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, religion, union membership or activity, or political affiliation or activity. Where such items appear in the Ontario Human Rights Code, their definitions shall be as defined in the Code.

ARTICLE 8 – PERSONNEL/MEDICAL FILES

- 8.01 The only recognized personnel file of a teacher shall be maintained in the Human Resource Services Department of the Board.
- 8.02 Following the written request from a teacher for an appointment, the Board will make available for inspection, during normal business hours, all information in its file pertaining to the teacher at the time of the request.
- 8.03 The teacher may, at the teacher's expense, make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher.
- 8.04 Where a teacher authorizes, in writing, access to their personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested. Cost of the copies shall be billed to the teacher.
- 8.05 a) A teacher will be sent any documentation related to their performance as a teacher, which has not already been directed to the teacher, within ten (10) school days of the documentation being placed in the personnel file.
- b) A teacher may dispute, in writing, the accuracy or completeness of information in the teacher's personnel file. Where this occurs, the Board shall respond to the teacher to confirm or amend the information and shall notify the teacher in writing of its decision, including reasons for that decision, where the teacher requests

such a written response. The written dispute from the teacher must contain the specific alleged inaccuracy or incomplete information and the desired change(s).

c) All correspondence resulting from 8.05 (b) will be maintained in the teacher's personnel file unless otherwise agreed to between the teacher and the Board.

8.06 The signature of a teacher on any document respecting the performance or conduct of the teacher shall be deemed to be evidence only of the receipt thereof and shall not necessarily be construed as approval of, consent to, or agreement with the contents thereof unless so indicated by the teacher.

8.07 a) Every effort will be made to negotiate a date for the removal of any document of a disciplinary nature from the teacher's file prior to the placement of the document in the teacher's file. When a removal date cannot be agreed upon and subject to Article 8.07 b), where twenty-four (24) months have elapsed since the placement of a disciplinary document in the teacher's file, the teacher may request the disciplinary document be reviewed. Such documentation shall be removed from the teacher's file provided that no additional related disciplinary documentation has been added to the teacher's file during the intervening period.

b) Disciplinary documentation referring to matters resulting in a suspension, or related to harassment or violence shall remain on file for thirty-six (36) months.

c) Notwithstanding the preceding paragraph, where the Board considers it necessary to retain such documents for the legal protection of the Board and/or the teacher, such documents may remain in the teacher's file at the discretion of the Board.

d) Where two (2) years have elapsed since the placement of a non-disciplinary letter of expectation in a teacher's file, the teacher may request the letter be reviewed. The letter shall be removed from the file provided that no additional related documentation has been added to the teacher's file during the intervening period.

8.08 Upon the written request of a teacher, the Board shall keep the teacher's medical information in a separate file, accessible as required by law.

ARTICLE 9 – PROBATIONARY PERIOD

9.01 Newly hired teachers shall serve a probationary period of one (1) year.

9.02 With the Union Local's agreement, the length of the probationary period may be extended in cases of prolonged absence.

ARTICLE 10 – SALARY AND ALLOWANCES

10.01 No teacher currently employed by the Board shall have their salary at the time of ratification decreased by the implementation of this Article.

10.02 **Method of Payment**

a) The method of payment, by direct deposit, shall be:

1/24th of the annual salary on the banking days on or immediately preceding the 15th day of the month and the last day of the month from September 15th to August 31st, inclusive.

For the 2024-2025 school year, the method of payment will be by direct deposit, 1/25th of the annual salary, to include one additional pay on the first banking day in September 2024.

b) A teacher will be paid the grid salary in the proportion that the total number of school days for which the teacher performed duties bears to the total number of school days in the school year, unless otherwise expressly agreed to between the Board and the Union Local.

c) Provided all documents required and requested under Article 10 have been submitted, all teachers shall be advised of their own salary for the following year, subject to adjustments, on an annual basis on or before September 15.

d) Teachers who have been advised of their salary in (c) shall verify their salary and inform the Human Resource Services Department in writing no later than October 7 of any errors.

e) In the case where an overpayment (of more than one day's pay) has been made to a Teacher and an overpayment adjustment will be required, the Board shall cease the overpayment. The Board's payroll department will provide a written reconciliation to the Teacher with respect to the overpayment and a repayment plan. The Board will consult with the Teacher as to the repayment schedule, which may be made over several pay periods normally not extending beyond the school year.

The first deduction shall take place no earlier than the next pay period after the Teacher has been notified.

10.03 a) The basic yearly salary for each teacher shall be the salary shown on the following grids according to the appropriate category classification and years of allowable teaching experience as defined in this Article.

Each cell in every salary grid and all wages and allowances will be increased by the following percentage amounts:

September 1, 2022 - 1.0% Increase

ETFO Salary Grid September 1, 2022					
YRS	A	A1	A2	A3	A4
0	47,941	51,254	53,954	58,321	61,217
1	51,504	54,802	57,773	62,806	66,128
2	55,060	58,348	61,589	67,294	71,037
3	58,623	61,895	65,411	71,780	75,945
4	62,249	65,410	69,225	76,269	80,853
5	65,748	68,990	73,048	80,755	85,763
6	69,303	72,536	76,868	85,242	90,670
7	72,867	76,081	80,684	89,729	95,580
8	76,426	79,632	84,503	94,215	100,489
9	79,985	83,179	88,356	98,704	105,396
10	83,116	86,944	92,364	103,443	110,579

\$86,944 = Ultimate Step as per Pay Equity

September 1, 2023 – 1% Increase

ETFO Salary Grid September 1, 2023					
YRS	A	A1	A2	A3	A4
0	49,379	52,792	55,573	60,071	63,054
1	53,049	56,446	59,506	64,690	68,112
2	56,712	60,098	63,437	69,313	73,168
3	60,382	63,752	67,373	73,933	78,223
4	64,116	67,372	71,302	78,557	83,279
5	67,720	71,060	75,239	83,178	88,336
6	71,382	74,712	79,174	87,799	93,390
7	75,053	78,363	83,105	92,421	98,447
8	78,719	82,021	87,038	97,041	103,504
9	82,385	85,674	91,007	101,665	108,558
10	85,609	89,552	95,135	106,546	113,896

\$89,552 = Ultimate Step as per Pay Equity

September 1, 2024 – 1% Increase

ETFO Salary Grid September 1, 2024					
YRS	A	A1	A2	A3	A4
0	50,737	54,244	57,101	61,723	64,788
1	54,508	57,998	61,142	66,469	69,985
2	58,272	61,751	65,182	71,219	75,180
3	62,043	65,505	69,226	75,966	80,374
4	65,879	69,225	73,263	80,717	85,569
5	69,582	73,014	77,308	85,465	90,765
6	73,345	76,767	81,351	90,213	95,958
7	77,117	80,518	85,390	94,963	101,154
8	80,884	84,277	89,432	99,710	106,350
9	84,651	88,030	93,510	104,461	111,543
10	87,963	92,015	97,751	109,476	117,028

\$92,015 = Ultimate Step as per Pay Equity

September 1, 2025 – 1% Increase

ETFO Salary Grid September 1, 2025					
YRS	A	A1	A2	A3	A4
0	52,005	55,600	58,529	63,266	66,408
1	55,871	59,448	62,671	68,131	71,735
2	59,729	63,295	66,812	72,999	77,060
3	63,594	67,143	70,957	77,865	82,383
4	67,526	70,956	75,095	82,735	87,708
5	71,322	74,839	79,241	87,602	93,034
6	75,179	78,686	83,385	92,468	98,357
7	79,045	82,531	87,525	97,337	103,683
8	82,906	86,384	91,668	102,203	109,009
9	86,767	90,231	95,848	107,073	114,332
10	90,162	94,315	100,195	112,213	119,954

\$94,315 = Ultimate Step as per Pay Equity

b) Should the school year commence before September 1 in any given year, all increases in grid cells, wages and allowances effective as of September 1, shall be applied to payments made to members of the Union Local in respect of days worked in that school year prior to September 1. For greater clarity, a working day for purposes of this article shall include both an instructional day and a Professional Activity day.

10.04 Allowances

a) Extra Degree Allowance

An annual allowance will be paid as salary to teachers who hold a post graduate degree at the Master's or Ph.D. level if the courses comprising the said degree have not been used for category placement in Article 10. Those teachers who are in receipt of an extra degree allowance for an additional Bachelor's degree at the time of ratification will have that allowance grandparented.

b) Consultant/Coordinator Allowance

In addition to the basic salary denoted in Article 10.03, an annual allowance shall be paid to those teachers who have been appointed to a position of Coordinator/Consultant.

Effective September 1, 2022, the Extra Degree allowance is: \$1,460 and the Consultant/Coordinator allowance is: \$10,055

10.05 Documentation

a) The onus shall be on the teacher to provide acceptable verification of all experience and QECO evaluation classification. Until such time as the documentation is provided to the Director or designate, a teacher shall be paid as if they are in Category A1 and/or Year 0 respectively.

b) Where a teacher submits verification of allowable teaching experience certified by the teacher's previous employer(s) by May 31 of the school year, the teacher's entitlement to retroactivity shall be protected. In any case, where a teacher, through no personal fault cannot provide the verification by May 31 and informs the Director or designate of this difficulty by May 31, the retroactivity of that teacher's salary shall be protected up to twelve (12) months following the commencement date of employment.

c) Any teacher qualifying for a change in category shall receive the corresponding salary increase retroactive to the start of the school year. The teacher will be eligible for a retroactive salary adjustment with notification of a pending category change if the notification is provided to the Board by May 31 of that school year. The teacher will submit to the Director or designate the Evaluation Statement by QECO as soon as possible.

d) In any case, where a teacher, through no personal fault, cannot provide the Director or designate with acceptable proof of a category change before the above-mentioned date, the retroactive adjustment shall be protected if the teacher provides documentation to the Director or

designate of the teacher's new qualifications and of the attempts to establish the new Grid Category. Such salary adjustment shall be withheld until acceptable proof is furnished to the Director or designate by the teacher; and in no case shall this adjustment be protected beyond August 31.

10.06 **Experience Recognition**

a) Regular Contract Experience

Where a teacher has taught, as a regular contract teacher, the full-time equivalent of five (5) months or more within one school year, the amount of increment applied the following September shall be one (1) year.

Where a teacher has taught, as a regular contract teacher, the full-time equivalent of fewer than five (5) months within one school year, that year that time will be accumulated from year to year on a full-time equivalent basis.

When the accumulated teaching time equals the full-time equivalent of five (5) months, the amount of increment applied the following September shall be one (1) year. Subsequent increments shall be applied in the September following the accumulation of teaching time that equals the full-time equivalent of five (5) months.

b) Occasional Teaching Experience

Where a teacher has the full-time equivalent of ninety-seven (97) days or more of occasional teaching experience within one (1) school year with the Avon Maitland District School Board, the teacher will be recognized as having one (1) year of experience for salary grid purposes.

Where a teacher has the full time equivalent of fewer than ninety-seven (97) days of occasional teaching experience within one (1) school year, that occasional teaching experience will be accumulated from year to year on a full-time equivalent basis. When the accumulated occasional teaching time equals the full-time equivalent of ninety-seven (97) days with the Avon Maitland District School Board, the teacher will be recognized as having one (1) year of experience for salary grid purposes.

c) Teaching experience as an elementary or secondary school teacher in a publicly funded school system within Canada will be recognized such that one full year of teaching experience will be equal to one year of experience for salary grid purposes

d) The effective date for grid advancement will be September 1. In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

- 10.07 Each teacher's category classification on the salary grid shall be determined by the application of the Qualifications Evaluations Council of Ontario (Q.E.C.O.) Program 5.

ARTICLE 11 – TRAVEL EXPENSE

- 11.01 A teacher who is assigned by the Board to teach at more than one school within one school day shall be paid kilometrage at the Board rate for actual travel from the first assigned school to the second assigned school, as identified by the Board's kilometrage chart. This article does not apply where the teacher has requested the assignment at more than one school within one school day.
- 11.02 Teachers who are required to use their own vehicle for travel in the performance of their assigned duties shall be paid kilometrage at the current board rate.

ARTICLE 12 – WORKING CONDITIONS

- 12.01 **School Year**
- a) The maximum length of the school year shall not exceed the maximum provided for in the Education Act and regulations.
 - b) Teachers will not be scheduled to work before the commencement of the scheduled school year calendar. However, it continues to be the expectation that all teachers will be fully prepared to commence their assignments at the start of the scheduled school year for students.
- 12.02 **School Day/Instructional Time**
The School Day shall be 300 instructional minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch/nutrition and recess break(s).
- 12.03 **Lunch Breaks**
Each teacher shall be provided with a lunch break in accordance with the regulations under the Education Act.
- 12.04 **Travel Time**
Where a teacher is assigned duties at two or more locations on the same day and has not requested such assignment, the teacher shall be provided with adequate time to travel between the locations.

When travelling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the lunch break.

12.05 **Staff Meetings**

- a) Teachers are expected to attend regularly scheduled staff meetings. Other meetings, including but not limited to, early dismissal (until the end of the normal instructional day for students), IPRC meetings, divisional or team meetings, early and on-going ID meetings, and school P.A. days are not considered to be staff meetings.
- b) Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers.
- c) Fifteen minutes after the normal dismissal time and provided that the buses and students have safely departed and the teachers are present, the Principal will call the Staff Meeting to order.
- d) The length of the staff meeting shall be up to one hour.
- e) There shall be a maximum of ten (10) staff meetings per school year. Regularly scheduled staff meetings shall be held no more than once per month on average.
- f) In addition to the formal Staff Meetings, some or all teachers may request a meeting with the Principal to discuss issues of interest to some or all of the teachers. Attendance for teachers at this informal meeting is optional.
- g) Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals.
- h) Teachers may submit agenda items to the Principal for consideration.

12.06 **Preparation Time**

1. Preparation time shall be allocated to teachers to be used for professional activities as determined by the teacher and shall be assigned only during the instructional day as defined in Article 12.02, exclusive of recesses and lunch/nutritional breaks.
2. The Board shall ensure the following:
 - a) Effective August 31, 2012 each full time teacher shall be provided with 240 minutes within each cycle of 5 instructional days free from teaching, supervision or other assigned duties. Preparation time will be provided in blocks of 30 minutes as a minimum.

- b) Professional Activity days shall not be considered instructional days for the purpose of scheduling preparation time.
- c) Notwithstanding other provisions in this collective agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.
- d) Notwithstanding other provisions in this collective agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The Board may not use the aggregated additional minutes of preparation to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.
- e) Missed preparation time shall 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 months after the loss of the preparation time and in any event within the same school year. Where possible, a principal shall endeavour to provide one (1) instructional day's notice prior to the date of the rescheduled preparation time.

3. Teachers who are less than full time shall have their preparation time pro-rated.

12.07 **Professional Activity Time**

Effective September 1, 2003 each teacher will be assigned professional activity time in the following manner: up to 0.49 assignment is entitled to one-half day; 0.5 to 0.74 is entitled to one day; 0.75 to full time is entitled to one and a half days of preparation time annually, to be taken in no less than one half day increments, which will be covered by an occasional teacher as required. Part-time teachers may take the allotted time in less than half day increments subject to the Principal arranging appropriate coverage.

This time shall be used for assessment, reporting, curriculum planning, or staff development at the teacher's discretion.

12.08 **Change of Assignment**

If a teacher's grade assignment, or if more than half of a teacher's subject assignment within the school changes during the school year, they shall be entitled to one (1) day free from teaching and supervision duties to prepare for the new assignment.

- 12.09 Members who are impacted by school closures / renovations / boundary changes, will receive support for packing and moving personal materials.

Principals will consult with impacted teachers as to the necessary support required.

12.10 **Supervision Time**

- 1) Supervision time shall be defined as the time a teacher is assigned to supervise students outside of the three hundred (300) minute instructional day. Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the Instructional Day as defined in Article 12.02. For greater certainty, supervisory duties include assigned duties such as yard duty, hall duty, bus duty and lunchroom duty and other assigned duties undertaken before the beginning of opening exercises in the morning and the commencement of classes following the lunch interval.
- 2) Effective September 1, 2005, no teacher will be assigned supervision in excess of the amount of supervision time assigned in their school as of March 1, 2005, subject to modifications or changes in assignment or workplace. The implementation of a balanced day does not constitute a modification in assignment or workplace for these purposes.
- 3) Effective on May 1, 2009, 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.
- 4) Supervision time for teachers in less than full-time assignments shall be pro-rated.

12.11 **Assessment and Report Cards**

Effective 2010-11, 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.

- 12.12 Written notification regarding tentative teaching assignments shall normally be provided no later than May 15.

Principals shall normally provide Teachers with initial timetables (excluding supervision) for the upcoming school year by June 22 to allow for collaboration with peers. A tentative timetable, approved by the Principal, shall be provided to Teachers by the last day of the school year. The Board reserves the right to adjust teaching assignments/timetables should there be staff or enrollment changes at the school in order to meet school or system staffing needs.

ARTICLE 13 – STAFFING

13.01 The Board will staff elementary schools in accordance with the Education Act, related Statutes and Regulations, including those regulations related to the funding of school boards, of the Province of Ontario.

13.02 Class Size

a) Maximum Average Class Size

Effective August 31, 2007, the maximum average class size for each division in each elementary school shall not be greater than the following:

Primary - 25 students

Junior - 31 students

Intermediate - 32 students

This clause will only apply in the primary and junior divisions where there are more than two classes and in the intermediate division where there is more than one class.

b) Maximum Class Size

Effective August 31, 2007, no class size shall exceed the following:

Primary - 27 students

Junior - 32 students

Intermediate - 33 students

Principals shall, wherever reasonable and practical, endeavour to organize their schools with split grades at one student lower than the maximum class sizes listed above.

c) This article has been greyed out and will remain inactive provided the Kindergarten program remains in place as prescribed by the Ministry of Education.

For JK/SK classes the maximum class size shall be 23 students. When a child is registered in grade one (1) but is placed in a Kindergarten classroom for fifty (50) percent or greater of the day, that student will be considered to be in Kindergarten for staffing purposes.

- d) The formal review of class sizes in accordance with the guidelines listed in 13.02 (a), (b) and (c) shall occur as at October 31st each school year. Where exceptions occur prior to that time, reorganization to accommodate the guidelines shall occur as early as possible. Following October 31st, should an exception to 13.02 (b) occur, the Board and the Union Local President shall meet to discuss the situation. Reorganization may be undertaken at the mutual agreement of the Parties, with the best interests of students in mind. Following October 31st, should an exception to 13.02 (c) occur, the class shall be reorganized to comply with the guidelines at the next earliest opportunity, given consideration to the needs of the students.
- e) Where split grades cross divisions the class will be considered to be in the division represented by the majority of the students in the class.
- f) Exceptions
In recognition of special cases that may arise, a teacher who desires to do so may request to exceed the guidelines set forth in this Article.

Before a request is made to exceed the guidelines set forth in this Article, a meeting of the Union Local President or designate, or one of the released officers, the Principal, a Supervisory Official or designate and the teacher(s) involved must take place. The purpose of this meeting is to explore alternatives.

- g) For the purpose of application of this Article, primary includes grades 1 to 3, junior includes grades 4 to 6 and intermediate includes grades 7 and 8.
- h) Effective September 1, 2006, when students from a self-contained classroom are integrated into a regular classroom, the class size maximum may only be exceeded by one student.

13.03 **District Staffing Committee**

- a) A District School Board Staffing Committee shall be established.
- b) The Staffing Committee shall be composed of three (3) Union Local representatives and three (3) Board representatives.
- c) The Staffing Committee may request the attendance of non-voting resource personnel invited by either party.
- d) The Staffing Committee shall meet by March 31 and November 1 of each year to review and monitor the Board's actions taken to staff the schools. The

Board shall share the necessary information to complete the review and monitoring process with the Union Local.

13.04 **School Staff Advisory Committee**

- a) In order to ensure staff involvement in matters affecting school organization, a School Staff Advisory Committee will be established in every school. The Workplace Steward will be a member of the Committee. This Committee will participate in an advisory capacity with the Principal in the school organization, scheduling of staff meetings and parent-teacher interviews, scheduling of instructional time, including preparation time and supervision duties. Individual teaching assignments shall not be considered by the School Staff Advisory Committee.

It is understood that extra-curricular activities are activities organized for students by teachers on a voluntary basis and which occur outside the regular instructional program. The scheduling of extra-curricular activities will be shared with the School Staff Advisory Committee.

- b) The following guidelines shall be used to guide the activities of the School Staff Advisory Committee.

- 1) **School Staff Advisory Committee Membership:** In addition to the Workplace Steward and the Principal, other members could include Division Chairs, and Vice-Principal (where exists). In smaller schools committee membership should be reduced, as there would be no vice-principal, and perhaps only two Division Chairs. The Workplace Steward may also be a Division Chair.
- 2) **Term:** Generally one school year, although in order to provide continuity from year to year it is advisable that there should be some carryover in membership.
- 3) **Terms of Reference:** The purpose of the Committee is to examine and discuss matters related to school organization. Items to be discussed shall include, but shall not be limited to:
 - a. class make-up/organization (organization of split-grade classes, assignment of students to classes);
 - b. class organization across the school (placement of split grades, rotary);
 - c. teacher timetables (not including specific teacher assignments);
 - d. scheduling of the school (gym schedule, preparation time, library schedule);

- e. procedures for obtaining Occasional Teachers;
- f. scheduling of parent teacher interviews;
- g. scheduling of staff meetings;
- h. supervision schedule; and
- i. scheduling/agenda for early dismissal days.

13.05 Union Consultation Regarding Major Changes to Schools

The Board agrees to consult with the Union Local, on issues of,

- 1) school openings or closures,
- 2) changes in grade ranges of schools, and
- 3) program cancellation or introduction.

The Board also agrees to provide to the Union Local information related to Staff Allocation, which includes, staff allocation by school, student enrollment, centrally assigned staff, surplus and redundancy, September reorganization, and changes to school boundaries.

13.06 Where students are in elementary school programs those students will be taught by elementary teachers except in the case where the Union and the Board jointly agree to a teaching assignment exchange across panels (e.g. elementary to secondary) that would occur with the best interests of students, staff and school in mind.

ARTICLE 14 – MEDICAL PROCEDURES

14.01 The Board will consult with the Union Local in the development of procedures related to Medical Procedures and the Administration of Medication to Students.

14.02 No teacher shall be required to perform routine medical or physical procedures for pupils that might endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence. Feeding and toileting health support services will be a voluntary activity on the part of teachers except in an emergency.

ARTICLE 15 – OCCUPATIONAL HEALTH AND SAFETY

15.01 The Board shall recognize its obligations to provide a safe and healthy environment for employees to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.

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

15.02 The Board shall ensure that a copy of the Occupational Health and Safety Act and its accompanying relevant Regulations shall be accessible to each teacher in each workplace.

15.03 **Fifth Disease/Rubella**

If a pregnant teacher is advised by their physician not to attend the workplace where there is a known case of Fifth Disease or Rubella, the teacher shall be reassigned to an alternate site with pay within 35 km of school or home (from the closest school you pass when you enter the Board's boundaries if you live outside of AMDSB), whichever is less. For all other communicable diseases, the Board agrees to follow Administrative Procedure 413.

15.04 **Mandatory Training**

A teacher requiring mandatory training will be given time to complete the necessary training on a non-Assessment and Reporting Professional Activity Day, during an inclement weather day, or at a staff meeting.

At the discretion of the Board, a teacher returning to work from an extended or statutory leave may be provided up to ½ day to complete mandatory training if any has been missed.

ARTICLE 16 – HARASSMENT FREE WORKPLACE

16.01 Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known, or ought reasonably to be known to be unwelcome, whether based on prohibited grounds enumerated in the Ontario Human Rights Code or not.

The Board agrees to maintain the administrative procedure which addresses harassment in the workplace. The Board agrees to consult with the Union Local in the upkeep of the administrative procedure. A copy of the procedure shall be accessible to all teachers.

ARTICLE 17 – RETIREMENT/RESIGNATIONS

17.01 A teacher shall provide written notice by November 30 of the intention to resign or retire effective December 31 and by May 31 of the intention to resign or retire effective June 30 or August 31.

- 17.02 Nothing herein prevents a teacher and the Board from mutually agreeing in writing to the teacher's resignation at any time.
- 17.03 The Board shall pay \$150.00 to each teacher who provides written notice by March 1 of the intention to terminate employment effective either June 30 or August 31.

ARTICLE 18 – BENEFIT PLANS

- 18.01 **Long Term Disability Plan**
The Board agrees to administer, only to the extent of deduction and submission of premiums, a Long Term Disability Plan on behalf of the teachers who will pay 100% of the premium costs. Participation in the plan shall be a condition of employment for those people hired by the Board following ratification. While 100% of the premium is paid by the teachers, the carrier shall be selected by the Union Local. Approval on plan design changes must be provided by Board administration to ensure Board staff workload levels or requirements to administer the plan do not change.
- 18.02 **Employee Assistance Program**
The parties agree to share equally the costs of an Employee Assistance Program. Participation in this Program shall be a condition of employment.
- 18.03 **Educators Financial Group**
The Board will process deductions for the Educators Financial Group at no cost to the teachers. Such deductions shall be sent to Educators Financial Group, 2225 Sheppard Ave. E #1105, North York to arrive within ten (10) days following the pay date.

ARTICLE 19 – SICK LEAVE

Refer to Section C6.00 of Part A and Letter of Agreement #1: Central Terms.

- 19.01 The Board shall administer a sick leave plan and maintain a sick leave account for every teacher who is a member of the Union Local. The account shall show a record of the teacher's credited sick leave STLDP, top up days and used sick leave. An electronic statement of the account shall be provided to the Teacher on or before September 15 of each school year. If there are any inaccuracies or discrepancies, the teacher will notify the Human Resource Services Department no later than October 15.
- 19.02 a) Medical or Dental certification with respect to payment for absence under the Sick Leave Plan shall be provided by the teacher upon the request by the

Director or designate. Such costs for medical certification required by the Board shall be paid by the Board.

b) It is agreed that, when a teacher is eligible for and receives approval of claim by the Workplace Safety and Insurance Board of Ontario:

- 1) The Loss of Earnings Benefits shall be remitted to the Board.
- 2) The teacher shall receive full pay from the Board up to a maximum of 4 years and 6 months.
- 3) There shall be no deduction from the sick leave account.

19.03 When a teacher is unable to work due to personal illness, accident or disability, where requested by the teacher, the responsibility for obtaining an occasional teacher to cover this situation, if required, will lie with the individual school administration.

ARTICLE 20 – LEAVES OF ABSENCE WITHOUT PAY

20.01 a) A teacher has the right to access unpaid leaves of absence in an emergency as outlined in the Employment Standards Act (2000), S50.

b) Leaves of absence without pay may be granted to teachers at the sole discretion of the Director or designate.

c) Written requests for leave which encompass an entire school year shall be directed to the Director or designate and shall be received no later than March 1 prior to the school year in which the leave is requested to commence.

The teacher on a leave of absence may request an extension of the leave by notifying the Director of Education. Such notice shall be in writing and shall be received by March 1 of the year the teacher is scheduled to return from a leave of one school year.

d) Written requests for a leave of absence without pay which is for a period less than a school year shall be directed to the Director or designate and shall be received no later than six (6) weeks prior to the commencement of the leave of absence wherever possible.

e) Upon the conclusion of the leave the teacher will have the right to be returned to the teacher's former school subject to the procedures in Articles 29 and 30. The teacher shall be entitled to full credit for teaching experience for seniority purposes with the Board within the meaning of Article 28 during the period of such leave. A teacher on leave is subject to all other terms and conditions of employment arising from this Collective Agreement, unless expressly addressed within this Collective Agreement. The teacher will not be entitled to have any

sick leave credits placed to the teacher's credit during the term of the leave of absence, nor will the teacher be entitled to any benefits under the Sick Leave Plan. There shall be no loss of sick leave credits previously accrued.

The term of the leave of absence shall not count as teaching experience for salary grid purposes.

f) Subject to continuing eligibility and in accordance with Article 18, a teacher who is granted leave of absence may retain membership in any of the group benefit plans to which the teacher belonged at the time the leave commenced. The teacher shall be responsible for the full premium costs for the period of absence in order to maintain participation and coverage under the group benefit plans.

Any alteration to the benefit plans available to teachers under Article 18 of this Collective Agreement will be reflected for all teachers, including those on a leave under this Article. As such, new benefit plans available to teachers will also be made available to teachers on leave, subject to the agreement on premium payment costs as per the first paragraph of Article 20.01 (e).

g) Changes in the terms of a leave of absence once approved under this Article may be made only by mutual consent of the teacher and the Board, must be in writing, and must conform with the requirements of this Collective Agreement.

h) Requests for part-time leaves of absence shall be covered by the terms of Article 20

20.02 **Long Term of Absence for Reason of Illness, Accident or Disability**

a) A teacher who is absent from work for reasons related to illness, accident, or disability shall be granted long term leave of absence without pay when the teacher's sick leave credit is exhausted and/or the teacher is in receipt of long-term disability benefits.

b) If a teacher who is absent for reasons related to illness, accident, or disability for 36 consecutive months, or for a longer period extended by sick leave credit, wishes to return to teaching, the teacher must notify the Board in writing of the desire to return to teaching no later than April 1 prior to the school year in which the teacher wishes to return to teaching. It is agreed that, in circumstances where a teacher is not able to give the notice as required above, every reasonable effort will be made to provide the teacher with a position within the complement. The teacher must provide a doctor's certificate verifying the teacher's ability to return to teaching duties. Subject to the provisions of Articles 29 and 30, the teacher who has fulfilled the notice requirements above, will be returned to the same school in which the teacher was most recently employed.

The teacher shall be entitled to full credit for teaching experience for seniority purposes with the Board during the period of leave.

c) Notwithstanding the above, the Board acknowledges its responsibility to accommodate the return to work of a teacher in accordance with prevailing legislation.

20.03 Approved Unpaid Days (AUD)

Up to three (3) days of absence without pay, pro-rated according to FTE, may be granted during the school year.

Such leave requests will be subject to the approval of the Principal and the Director or designate and will not be unreasonably denied. Should a leave be denied, the teacher may request a rationale be provided. Approvals will not normally include the extension of holiday periods, Parent-Teacher interview dates as referenced in Appendix B, or EQAO testing weeks.

For the purpose of this Article, holiday periods mean Thanksgiving, Christmas Break, Family Day, March Break, Easter, Victoria Day, and commencement or conclusion of summer break.

Leaves will be subject to the availability of replacement teachers.

ARTICLE 21 – SHORT TERM PAID LEAVES OF ABSENCE

21.01 Special Leave

a) Leave of absence on special grounds with pay and without loss of benefits or loss of sick leave credit for a total of not more than three (3) days in a school year may be granted at the discretion of the Principal. Such leaves may be granted for:

- essential personal matters not including a person's business
- family illness
- University/College examinations
- attendance at summer courses, related to the professional responsibilities of a teacher, that commence prior to the end of the school year
- personal/family involvements in weddings, graduations, and other such ceremonies
- religious holy days
- family involvement around the time of adoption of a child
- divorce and/or child custody proceedings

- b) The parties agree that requests for time under this Article shall not be used just prior to or just after a holiday period to extend the holiday. Exceptions may be granted by the Director, or designate.
- c) In addition to the above, a Principal may grant leaves of up to one-half day with full pay and no loss of special leave or sick leave credits in circumstances where no occasional teacher is required.

21.02 Bereavement Leave

- a) Absence of up to five (5) days per occasion without loss of pay shall be granted and shall not be chargeable against sick leave credits where absence is required through death in the immediate family. Immediate family shall include the teacher's spouse/partner and the following relations to the teacher or the teacher's spouse/partner: parents/step-parents/former guardians, sibling/step-sibling, child/step-child/ward, grandparents, grandchildren, daughter-in-law, son-in-law.
- b) Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends or funerals in which the teacher plays an active part as pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay and shall not be chargeable against sick leave credits.
- c) Where a teacher requires travel time for absences in (a) and (b) above, such time, in addition to (a) and (b) above may be granted by the Director or designate.
- d) For absences in (a) and (b) above, additional time may be granted at the discretion at the Director or designate.

21.03 Compassionate Leave

Upon application to the Principal, and at the discretion of the Principal, a teacher may be granted up to two (2) days of Compassionate Leave of Absence in any one year without loss of pay and/or sick leave credits.

A Compassionate Leave may be granted by the Principal in emergency situations which necessitate the teacher's attention and are beyond the teacher's control for family illness, and for an extension to bereavement leave.

21.04 Quarantine, Jury Duty, or Witness Duty

Absence occasioned by quarantine, jury duty or subpoena as a witness in any proceedings in which the teacher is not the person who commences the action or application shall not be chargeable against sick leave credits. A teacher's normal salary and benefits shall be unaffected by such absence provided such service

fees as are received by the teacher as a juror or witness shall be remitted to the Board.

ARTICLE 22 – PREGNANCY/PARENTAL/ADOPTION LEAVE

22.01 **Pregnancy Leave**

When a teacher is pregnant, they shall inform the principal at least two weeks in advance of the expected birth date in order to provide an orderly changeover of classroom duties if a pregnancy leave is required.

22.02 **Adoption Leave**

a) When a teacher expects to adopt a child, the teacher should inform the principal as far in advance of the adoption date as possible and request a leave in order to provide an orderly changeover of classroom duties.

b) In the event that either parent of the adopted child wishes to have a leave of three days or less for adoption purposes, such leave shall be granted without loss of pay. A further two days of leave with pay shall be approved, if requested by the teacher, but shall be subtracted from the days available under Article 21 - Special Leave.

22.03 **Statutory Parental Leave**

Where a teacher is not entitled to statutory pregnancy leave, but is entitled and wishes to take statutory parental leave, the teacher should inform the principal at least two school months in advance of the expected date the leave is required in order to provide an orderly changeover of classroom duties. As per the Employment Standards Act, where a teacher takes a statutory pregnancy leave, the statutory parental leave will follow the pregnancy leave directly unless the child has not yet come into their custody, care and control for the first time.

22.04 The following conditions apply to leaves under Article 22.01, 22.02 and 22.03.

a) Statutory Pregnancy, Adoption and Parental Leave shall be in accordance with the current ***Employment Standards Act*** as may be amended from time to time.

b) Statutory Pregnancy Leave

Refer to C10.2 Central Terms

- i. Normal salary shall not be paid during the leave. However, for an employee on Statutory Pregnancy Leave, the Board will pay a pregnancy benefit for eight (8) weeks, as set out below. The pregnancy benefit shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.

- a. The Board shall compensate the teacher during the one (1) -week waiting period at a rate of 100% of that teacher's salary and allowances.
- b. The Board shall pay a "top-up" payment following the waiting period or, when the waiting period occurred before the birth of the child, immediately following the birth of the child which, when added to the Employment Insurance benefits, shall be equal to 100% of their regular pay for the next seven (7) weeks of the leave.
- c. Such payments shall be made as soon as possible after the employee submits proof of the Employment Insurance amount that the employee is eligible for and proof that the first Employment Insurance payment has been made. For teachers not eligible for Employment Insurance, please refer to C10.2 Central Terms.
- d. Compensation in (a) and (b) shall be available through a Supplemental Employment Benefit Plan approved by the Canada Employment and Immigration Commission and registered with Human Resources Canada.
- e. No sick leave credits shall be deducted as a result of payments in (a) and (b) above.
- f. The Board's normal contributions to the premiums of the benefit plans as described in Article 18 shall be continued during the statutory leave but this continued Board contribution shall not exceed the statutory period.
- g. Statutory leave shall count as teaching experience for salary grid placement purposes.
- h. The teacher, upon return to duty, shall be entitled to any change in salary scales made effective during the period of absence. The teacher shall suffer no loss of seniority or other benefits as a result of the statutory leave.
- i. Any teacher who commences a statutory leave shall receive all wages or salaries owing prior to the commencement of the leave, whenever administratively possible.
- j. A teacher shall be granted a statutory leave during the teacher's first 13 weeks of employment with the Board.

- k. A member returning from a pregnancy/parental/adoption leave shall be assigned to the original position if it exists, or a comparable position if it does not, or a mutually agreed upon position for which the member is qualified at the same worksite, subject to the procedures in Articles 29 and 30.

c) Statutory Adoption/Parental Leave

Normal salary shall not be paid during the term of the leave. However:

- i. For a teacher on statutory adoption or parental leave where there is a two (2) week waiting period prior to the receipt of Employment Insurance payments the teacher will receive two (2) weeks of payments equivalent to full salary for the first two (2) weeks of the leave. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made. The adoption/parental salary payment shall be based on the teacher's regular rate of pay in effect on the date of commencement of the leave.
- ii. For a teacher on statutory adoption or parental leave where there is not a two week waiting period prior to the receipt of Employment Insurance payments the teacher will receive a top-up payment which, when added to the Employment Insurance benefit, shall be equal to 100% of the teacher's regular rate of pay for the first two (2) weeks of leave. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made. The adoption/parental top-up payment shall be based on the teacher's regular rate of pay in effect on the date of commencement of the leave.

22.05 **Partner Leave**

Leave of absence without loss of pay occasioned by and around the time of birth of a child shall be granted to the Partner. Such leave shall be for a total of not more than three (3) days.

22.06 **Non-Statutory Parental Leave**

Upon request a teacher shall be granted up to three years of non-statutory parental leave immediately following the end of statutory parental leave. The terms of such leave shall be in accordance with Article 20 - Leaves of Absence Without Pay

ARTICLE 23 – INCLEMENT WEATHER

- 23.01 Where a teacher is unable to reach the teacher's school because of weather conditions that are severe enough to make it impossible for the teacher to be present or if the teacher's school is closed, there will be no loss of pay, benefits or sick leave credits. It will be the teacher's responsibility to notify the Principal or designate of the situation as soon as possible.
- 23.02 No teacher shall be required to report to a school, which is not the teacher's school.

ARTICLE 24 – SECONDMENT

- 24.01 The secondment of a teacher to an organization external to the Board requires the approval of the teacher, the Board and the outside organization. While on an approved secondment, the teacher shall continue to be an employee of the Board and shall be bound by the provisions of this collective agreement, except that the teacher shall accept all working conditions as they exist in the outside organization as part of the agreement to the secondment. In normal circumstances, the Board will bill the outside organization for the full employment cost of the teacher.
- 24.02 Upon the conclusion of the secondment, the teacher will have the right to be returned to the teacher's former school subject to the procedures in Articles 29 and 30.

ARTICLE 25 – DEFERRED SALARY LEAVE PLAN

- 25.01 The Deferred Salary Leave Plan, hereinafter referred to as DSLP, shall afford teachers the opportunity to take a one (1) year or half year leave of absence financed through the deferral of salary by distributing 'n' years or half years earned pay over 'n+1' consecutive years or half years. Where a half year is requested, such request must be for the first half or the second half of the school year.
- 25.02 The Deferred Salary Leave Plan will be in accordance with the ***Income Tax Act***, the Regulations thereunder, any applicable Revenue Canada rulings or legislation, Teacher's Pension Act requirements and any other legislation governing deferred salary leave plans.
- 25.03 The period of salary deferral shall not be less than two (2) years nor shall it exceed six (6) years. The leave period will be taken at the end of the salary deferral period. In all cases the leave period shall be completed within seven (7) years from the date of enrolment in the plan.

25.04 **Application Process**

A teacher shall make written application to the Director or designate on or before March 1st preceding the school year in which the teacher wishes to begin the DSLP, requesting approval for participation in the DSLP and specifying salary deferral desired.

Written acceptance, denial, or suggested modifications of the request, with explanation, shall be forwarded to the teacher on or before May 15th of the school year in which the request is made. Such reasons for denial may include, but are in no way limited to, a situation where, in the opinion of the Director or designate, the program of the school or the system would be detrimentally affected by the leave.

25.05 **Payment Formula and Retention of Deferred Salary**

a) In each year or half year of the DSLP preceding the year or half year of leave, the appropriate proportion of salary and allowances will be retained by the Board and held in trust for the teacher to be paid out during the period of the leave. The reduced percentage of salary paid in the years preceding the leave is calculated as follows: $[n/(n+1)] \times 100\%$ of the salary and applicable allowances normally earned. Interest earned on the deferred salary shall be paid to the teacher in accordance with Revenue Canada regulations and guidelines.

b) During the period of the leave, the Board shall pay the teacher the accumulated monies held in trust for the teacher in either,

- i. instalments conforming to the regular pay periods and in the proportional amounts set forth in Article 10 for the period of leave, or
- ii. one or two lump sums, if requested by the teacher in special, extenuating circumstances.

25.06 **Return Following DSLP**

a) The teacher will be required to return to the employ of the Board for at least a period that is not less than the period of the teacher's leave of absence, after completion of the plan, unless the plan is cancelled prior to the year of leave.

b) Upon the conclusion of the DSLP, the teacher will have the right to be returned to the teacher's former school and shall be assigned to the original position if it exists, or to a comparable position within the same division or a mutually agreed upon position for which the teacher is qualified at the same worksite, subject to the procedures in Articles 29 and 30.

25.07 **Withdrawal/Deferral of DSLP**

- a) The teacher shall have the right to request withdrawal from the plan in cases of financial or other hardship, as deemed acceptable under the governing legislation, up to March 1 immediately preceding the school year in which the leave is to be taken. Such request is subject to the approval of the Director or designate. However, in exceptional circumstances and with the approval of the Director or designate, a teacher may withdraw from the plan after March 1.
- b) Should a teacher withdraw from the plan according to the above paragraph, or should a teacher die or resign from the employ of the Board prior to taking the leave, or should a teacher be declared redundant and actually be placed in a redundant position prior to taking the leave, the Board shall pay to the teacher or the teacher's estate or beneficiary, the withheld salary and applicable allowance money together with interest accrued in the trust account. Such payments shall be made within thirty (30) days of the Board receiving official notice of the above.
- c) A leave period may be deferred for compelling personal reasons, at the request of the teacher and with the approval of the Director or designate. Such request for deferral must be given in writing to the Director or designate by March 1 preceding the school year in which the leave was first scheduled to occur.

In the event that a suitable replacement is not available for a teacher who has been granted a leave, the Director or designate may defer the period of leave. Notice of such deferral shall be given in writing by March 1 by the Director or designate preceding the school year in which the leave was first scheduled to occur. In this instance, a teacher may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within thirty (30) days of the date of withdrawal.

In exceptional circumstances and with the approval of the Director or designate, a leave period may be deferred after March 1.

25.08 **Conditions during DSLP**

- a) During the period of the leave there shall be no sick leave coverage or accumulation, but other benefits may be continued at the discretion of the teacher with the teacher paying the full cost of premiums. Long Term Disability coverage shall be based on the annual salary the teacher last earned prior to the leave period. The arrangement for benefits must be made prior to the commencement of leave and will govern the full period of the leave. In any event, benefits will be reinstated when the teacher returns from leave at the same levels held by the teacher prior to commencement of leave.

- b) The parties recognize that the legislative requirements for payroll deductions, such as income tax, Teachers' Pension Plan, Ontario College of Teachers, Employment Insurance and Canada Pension, shall be applied in accordance with the Acts and Regulations in effect at the time. It is the teacher's responsibility to make contributions that are optional.

Neither the Board nor the Union Local assumes responsibility for any consequences arising out of the implementation of the Teacher Funded Leave Plan related to its effect on Teachers' Pension Plan provisions, Ontario College of Teachers provisions, income tax implications, Employment Insurance and the Canada Pension Plan. Notwithstanding the above, the Board shall make the normal deductions and remittances for these programs.

- c) A teacher enrolled in the plan shall continue to accumulate seniority during the period of the leave.
- d) A teacher enrolled in the plan shall not receive teaching experience credit for the period of the leave for the purpose of salary increment.

25.09 A teacher who was enrolled in a Teacher Funded Leave Plan or a Teacher Funded N Over N+1 Plan in accordance with the provisions of the collective agreements with predecessor boards of the Board shall be governed at the earliest practical opportunity by the Deferred Salary Leave Plan terms as defined by this Agreement for interest payment during the period of the plan prior to the leave period and payment method of deferred salary during the leave period.

ARTICLE 26 – UNION LOCAL RELEASE TIME

26.01 Long Term Release Time

The Board agrees that release time will be granted to Union Local representatives for up to the equivalent of two full-time teachers. Such representatives, appointed by the Union Local, shall be released from teaching duties in order to undertake appointed responsibilities. The status of such representative(s) shall continue to be that of a teacher with the Board, retaining all applicable rights and privileges thereto. The Union Local shall notify the Board of the names of such representative(s) for the following school year prior to May 15th.

The Union Local shall reimburse the Board for the total costs of the salary, benefits and allowances of the lowest paid teacher(s) on the grid for the full-time equivalent of the total release time. In the event that any further allowance is paid to the representative(s) on the written request of the Union Local, the Union Local shall reimburse the Board for 100% of such allowance. The salary and

benefits for such Union Local representative(s) shall be updated as required and as they would apply had the teacher(s) continued to be assigned their full duties in their school. Annually, the Board will send a bill to the Treasurer of the Union Local for the amount owing and the bill shall be paid in equal monthly installments on the same basis as the dues remittance specified in Article 5. It is understood that the payment of salary and benefits as required by the Collective Agreement as applying to the Union Local representative(s) as well as any additional allowance(s) shall govern the amounts reported for Teachers' Pension Plan purposes and other benefits.

It is understood that any allowance paid to a representative on the written request of the Union Local shall form part of the annual salary rate for the year immediately preceding retirement for the purposes of Article 27. The Union Local shall reimburse the Board for the difference between the severance payment that would have been paid under Article 27 had there been no union allowance, and the severance payment paid as a result of the allowance being included.

Subject to Articles 29 and 30, a teacher returning from a long term Union leave has the right to be reassigned to the same school in which they were most recently employed.

26.02 Intermittent Union Release Time

Upon the written request of the Union Local, Union Local representatives shall be granted release time for Union Local purposes. Such release time shall be without loss of salary or benefits. Such release time shall not normally exceed two (2) days at any one time. The actual time(s) of release time(s) shall be mutually agreed upon by the President of the Union Local and the Director or designate. In the event that an occasional teacher is used to cover release time described above, the cost of the occasional teacher shall be paid by the Union Local.

In addition to the above, Union Local representatives will be granted release time to participate in negotiations; such release time to be without loss of pay or benefits. When occasional teachers are used to cover the absence of these teachers, the occasional teacher costs will be shared equally between the Board and the Union Local.

26.03 Provincial Release

The Board agrees that release time will be granted to a teacher who holds an office requiring full-time duty at the provincial Union level, provided that:

- a. the Union reimburses the Board for the cost of the teacher's total salary, benefits and allowances;
- b. the period of release time is one full school year;

- c. the notice of the teacher's intention to run for provincial office is provided to the Director of Education or designate prior to April 1 before the school year in which the release time will be required; and,
- d. the notice of the actual requirement for the release time is provided within 48 hours of the office becoming confirmed for the teacher.

ARTICLE 27 – SEVERANCE PAYMENT PLAN

- 27.01 The parties agree to grandparent the current gratuity plans for teachers hired on or before May 27, 1999 as they apply in the respective predecessor boards' collective agreements. Notwithstanding the above, the gratuity plan in the Perth collective agreement is deemed to apply to both full and part-time teachers and to teachers retiring who will be in receipt of a pension or the commuted value of a pension from the Ontario Teachers' Pension Plan. Notwithstanding the above, the gratuity plan in the predecessor Perth collective agreement is deemed to credit teachers with total years of teaching employment with the predecessor Boards.
- 27.02 For teachers hired with an effective date of employment after May 27, 1999, the language below shall apply.

A teacher, having at least ten years of continuous employment immediately prior to retirement with the Board or the predecessor boards shall be eligible to receive a severance payment using the calculation provided below. Such payment shall in no circumstances exceed one-half of the annual salary rate of the teacher for the 12 months immediately preceding retirement. In this respect, the term 'annual salary' shall be interpreted as being the normal rate of pay, excluding night school, benefits, etc., during the year immediately preceding retirement.

Reasons for retirement shall be:

- a) age 65 or older for any teacher; and
- b) receipt of a pension or the commuted value of a pension from the Ontario Teachers' Pension Plan.

$$\text{Calculation of Severance Payment Plan} \\ = \frac{\text{accumulated sick leave}}{2} \times \frac{\text{annual salary}}{200}$$

The severance payment payable shall not be greater than the allowance in the following schedule:

Years of Experience	Maximum Payment
10	20%
11	22%
12	24%
13	26%

Of annual salary rate for the year immediately preceding retirement

and for each additional year of continuous employment a further 2% up to a maximum allowance of 25 years and over, 50% of annual salary rate of the employee for the year immediately preceding retirement.

27.03 The severance payment shall be paid immediately following separation from the Board. A teacher may choose the option of receiving two equal payments spread over two years. Under such two-payment option, the Board shall not be expected to pay any interest.

27.04 In the event of death of a teacher after retirement, any severance payment accrued but unpaid in accordance with the foregoing terms and conditions shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the teacher, shall be paid to the estate.

In the event of death of a teacher with a minimum of ten years' continuous employment, prior to death, with the Board and where death occurs prior to retirement, the benefits of this plan shall be calculated specific to the deceased teacher and this amount shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the teacher, shall be paid to the estate.

ARTICLE 28 – SENIORITY

28.01 An elementary teacher shall accumulate seniority throughout each period of employment with the Board. Full seniority shall be accumulated without regard to whether employment is full-time or part-time, and throughout all leave periods.

28.02 The criteria for determining order of seniority for elementary teachers shall be in the following order:

- a) total years of experience as an elementary teacher with the Board or its predecessor boards, and where this is equal;

- b) total years of experience as an elementary teacher, including occasional elementary teaching, with the Board or its predecessor boards, and where this is equal;
- c) total years of experience as an elementary teacher, including occasional elementary teaching, in Ontario, and where this is equal;
- d) total years of teaching experience, including occasional teaching, with the Board or its predecessor boards, and where this is equal;
- e) total years of teaching experience which is acceptable to the Ontario Teachers Pension Plan, and where this is equal;
- f) by lot conducted jointly by the parties.

28.03 Experience as an occasional teacher for the purpose of tie-breaking shall be calculated by dividing the total number of days of occasional teaching with the Board or its predecessor boards by 185 and rounding up to the nearest 1/10 of a year. Effective January 15, 2021, the Board will use 194 as the denominator for all future calculations.

28.04 The onus shall be on the teacher to provide documentation of experience used for seniority determination. Any records maintained by the Board will be used to assist in the verification of experience documentation.

28.05 **Seniority List**

On or before November 1st, a seniority list shall be drawn up by the Board and shall be posted in every elementary school or place of employment for elementary teachers and provided to the Union Local. The list shall include the seniority status in decreasing order of seniority and the factors which determine the seniority status of each teacher respectively, as determined and accumulated in accordance with Article 28.02.

Following the posting of the seniority list, teachers shall have fifteen (15) days in which to point out in writing to the Director or designate any errors or omissions after which time the list shall be deemed to be accurate and correct in all respects. A copy of the corrected seniority list shall be posted prior to December 15th.

The Board will make every effort to post an up-to-date seniority list electronically for access at the school level, and amendments will be provided to the Union Local as soon as practicable after they occur.

ARTICLE 29 – SURPLUS PROCEDURES, POSTING AND TRANSFER OF STAFF

29.01 Designation of Surplus Teachers

- a) When a school has more teachers for the upcoming school year than the approved staff allocation of the upcoming school year, the teacher with the least seniority in the school shall be declared surplus to the school's needs, provided the teachers who are more senior and who would remain in the school are qualified to teach the assignments required within the school. On or before March 31, the Principal will submit a list of "Teachers Surplus to School Requirements" to the Director or designate and will inform, in writing, each teacher so placed on the list of "Teachers Surplus to School Requirements". The Principal will use the seniority list which has been prepared in accordance with Article 28 and shall name the teachers in reverse order of seniority as being surplus.
- b) The Director or designate will ensure that, based on the seniority of the teachers designated surplus in Article 29.01 (a), at least the necessary number of teachers with lesser seniority district-wide are designated surplus and eligible for transfer in order to accommodate those teachers with more seniority in other schools who were designated surplus in accordance with Article 29.01 (a). On or before March 31, the Principal will submit a list of "Teachers Surplus For District Reasons" to the Director or designate and will inform, in writing, each teacher so placed on the list of "Teachers Surplus For District Reasons".
- c) Prior to April 15, the Director or designate will confirm, in writing to the individual teachers impacted, those teachers who were declared surplus to school requirements by the Principal in accordance with Article 29.01 (a) and those teachers who were declared surplus for district-wide reasons in accordance with Article 29.01 (b). In doing so the Director or designate will take into consideration all staffing related information in place as of March 31.
- d) A summary of the lists and information resulting from the processes undertaken in Article 29.01 (a), (b) and (c) above shall be provided to the Union Local President following each step of the process.

29.02 Transfer of Surplus Teachers

- a) Teachers declared surplus in accordance with Article 29.01 shall be placed in order of seniority (including partial placements and partial FTEs) prior to any vacancies being posted on a system basis, provided any such teacher is qualified (primary, junior, intermediate, FSL, special education and instrumental music, provided the teacher delivers a music program that includes a yearlong instrumental program consisting of band/orchestra and

must be taught to a minimum of one grade level) to teach the assignments required within the school. This shall not prevent the transfer of staff under Article 29.05, which shall be accommodated as may be possible prior to vacancies being posted on a system basis.

In the event that there are insufficient vacancies to place all teachers, it is the intent of the surplus procedure to ensure that the most senior surplus teachers are placed provided that in all cases the teachers remaining in the system are qualified and capable of teaching the subjects of the program.

- b) A teacher who has been declared surplus, and subsequently is transferred to another school, shall be given the opportunity to remain in their current school if a suitable vacancy effective for the following September 1 arises on or before June 22 in the year in which the surplus and redundancy procedures are applied and provided the teacher is qualified to fill the vacancy. Following June 22, similar rights may be extended if agreed to by the Principals and the Supervisory Official(s) involved.

29.03 **Vacancies and Posting**

- a) An occasional teacher will be hired to fill vacancies as provided for by the Education Act and regulations except where the vacancy is identified in advance as existing for an entire school year.
- b) Following the placement of surplus teachers and consideration of voluntary transfers submitted by February 15, the Board shall post vacant positions subject to the provisions of Article 29.03 (a) and (c).
- c) The Board shall post electronically all vacancies which are identified prior to June 22 effective for September 1 of the following school year and those identified on or before November 30 effective for January 1 of that school year except those vacancies where an Occasional Teacher is used in accordance with the Education Act and regulations as per Article 29.03 (a). The Board shall not be required to post any subsequent vacancy as a result of the initial posting of the vacancy which was identified on or before November 30 for effect January 1. Vacancies shall be posted electronically for three (3) working days. All teachers shall have reasonable opportunity to respond to such posted vacancies.

29.04 **New Positions**

Although the Board has the sole right to create or to designate a new position to be filled by a teacher who comes within the scope of this Collective Agreement, it is agreed that the Union Local will be consulted with respect to the salary and additional allowance, if applicable, for such position prior to the new position being advertised. This clause does not apply to secondments for teachers to

work on specific projects, internal or external to the Board, if the salaries of the teachers do not change.

29.05 **Transfer of Staff**

a) Teacher Requested Transfer

Teachers who have requested voluntary transfer prior to February 15 shall be considered for vacant positions prior to posting such vacancies on a system basis. The teacher will specify the schools to which the teacher wishes to transfer. The teacher may also indicate grade and subject preferences. If a position is not available at any of the requested schools, the transfer will not proceed and the teacher will remain at their school, subject to Articles 29 and 30. A response to the request for a voluntary transfer will be communicated in writing to the teacher by May 15.

b) Voluntary Exchange

Two or more teachers may initiate a request for voluntary exchange for a period of one (1) school year. Approved voluntary exchanges may, on the request of the teachers involved, be extended for a maximum of one (1) additional school year. Such request(s) will be subject to the approval of the Principals of the schools impacted by the exchange. Such request(s), with the written approval of the Principals, will be submitted for the consideration of the Superintendent of Education (Human Resource Services) or designate prior to February 15th for effect September 1st of the following school year. Approval/denial of the request(s) will be communicated in writing by May 15.

c) Administration Directed Transfer

If, after consultation with the Principal and Union Local, it is of the opinion of the Director or designate that it would be beneficial to both the teacher and the system, an administrative transfer will take place. Where such an administrative transfer is contemplated for the following school year such consultation and notification will take place on or before May 15. Wherever possible, such consultation will take place prior to district-wide staffing meetings, including discussion on the reasons for transfer and potential destinations.

Any teacher transferred at the direction of administration as per Article 29.05 (c), without promotion, shall be paid an allowance not to exceed one thousand two hundred dollars (\$1,200) towards the actual cost of a move of residence if the following additional conditions are met:

1. the school to which the teacher is being transferred is further from the residence of the teacher than the school from which the teacher is transferred;

2. the teacher changes residence within twelve months of the effective date of the transfer; and
3. the change of residence results in a shorter travelling distance than the teacher was travelling prior to the transfer.

29.06 Prior to the commencement of the posting process, the Director or designate will share all information available regarding staff placement with the Union Local President.

29.07 If, in the opinion of the Director or designate, it is advisable to reduce staff in a school or schools due to decreased enrolment, determined as of the first Friday of the school year, of 3.0% or more relative to the school's projected enrolment, such staff reduction shall be achieved by declaring, no later than September 30, as surplus to the school's needs the teacher(s) with the least Board seniority in the school, provided the teachers who are more senior and who would remain in the school are qualified (primary, junior, intermediate, FSL, special education or instrumental music, provided the teacher delivers a music program that includes a yearlong instrumental program consisting of band/orchestra and must be taught to a minimum of one grade level) to teach the assignments required within the school.

- a) Any teacher(s) declared surplus under this provision shall be transferred to another school within a 50 km radius of school or home (from the closest school you pass when you enter the Board's boundaries if you live outside of AMDSB), whichever is less.
- b) Any teacher(s) required to change schools as part of this process, will be eligible to receive up to three (3) paid days free of teaching at the discretion of the teacher in order to prepare for this change of location.
- c) A teacher who has been declared surplus to their school under this provision and is transferred to another school under this process, shall be given the opportunity to return to the teacher's original school if a vacancy for which the teacher is qualified (primary, junior, intermediate, FSL, special education or instrumental music, provided the teacher delivers a music program that includes a yearlong instrumental program consisting of band/orchestra and must be taught to a minimum of one grade level) becomes available within the same school year. Where more than one such teacher exists, the teacher with the highest Board seniority shall be given the opportunity in question. Any opportunity under this provision shall be extended to such teacher(s) before it is made available to surplus teachers under Article 30. If the opportunity to return to the teacher's original school is accepted, the determination as to whether a vacancy has

been created by that teacher's transfer for the purpose of Article 30 shall rest with the Director or designate.

The Board will not move more than five (5) teachers as part of this surplus procedure in any one year.

ARTICLE 30 – REDUNDANCY AND RECALL

- 30.01 It is the intent of the surplus and redundancy procedures to declare redundant the teachers with the least seniority provided that in all cases the teachers remaining in the system are qualified and capable of teaching the subjects of the program.
- 30.02 **Surplus Pool**
- a) When a teacher who has completed the required probationary period is declared surplus and eligible for transfer, and no other position for which the teacher is qualified is available in the elementary panel, the teacher will be assigned to a surplus pool, if a position in such pool is available in accordance with Article 30.02 (c), for a period of one (1) school year.
 - b) When a teacher who has not completed the required probationary period is declared surplus and eligible for transfer, and no other position for which the teacher is qualified is available in the elementary panel, the teacher will be declared redundant and the employment of the teacher will be terminated at the end of the present school year in accordance with Article 30.02 (e).
 - c) The maximum number of teachers to be carried in the surplus pool shall not exceed five (5) FTE. Teachers in excess of five (5) FTE, who have completed their probationary period, will be declared redundant and have their employment terminated at the end of the present school year in accordance with Article 30.02 (e). If no position for which the teacher(s) in the surplus pool is qualified becomes available within the one (1) school year identified above in Article 30.02 (a), the teacher(s) will be declared redundant and the employment of the teacher(s) will be terminated at the end of that school year in accordance with Article 30.02 (e).
 - d) If a vacancy occurs for a regular teaching position, the teacher with the greatest seniority who has been assigned to the surplus pool shall be assigned to fill such vacant position provided that the teacher is qualified to fill the position. The resulting vacant position in the surplus pool shall be filled for the remainder of the school year by the most senior teacher on the recall list who had completed the probationary period at the time of placement on the recall list. Where no teacher on the recall list had completed the

probationary period at the time of placement on the recall list, no teacher will move to the surplus pool.

- e) By May 31, all teachers whose employment is to be terminated at the end of the school year will be notified in writing by the Director or designate and this notification will clearly state that the termination is for reasons of redundancy. A list of names of teachers so affected shall be given to the Union Local President at the same time it is furnished to the trustees.

A teacher in the surplus pool will receive all salary, benefits, experience and seniority as if they were assigned a regular teaching position. Teachers in the surplus pool will be assigned work by the Director or designate. The teachers shall be included in their former school's complement for the purpose of staff allocation in accordance with Article 29.01 (a)

30.03 **Recall**

- a) Where the teacher's employment is terminated as a result of the surplus and redundancy process, the teacher's name will be added to the recall list.
- b) A teacher whose employment has been terminated or whose assignment has been reduced due to the application of the surplus and redundancy procedures shall have the right of recall, in order of seniority, to positions for which the teacher is qualified for five years if the teacher has completed the probationary period and for two years if the teacher has not completed the probationary period. The teachers shall be included in the teacher's former school's complement for the purpose of staff allocation in accordance with Article 29.01 each year.
- c) Teachers must notify the Board and the Union Local President, in writing, no later than March 1 of each year that they wish to remain on the recall list. Failure on the part of the teacher to take this action will relieve the Board from any further obligation to recall the teacher.
- d) Teachers on the recall list shall be responsible for informing the Board of any new areas of qualification and of any change of address.
- e) The Board shall notify teachers being recalled in writing by registered mail and such teachers shall notify the Board of acceptance no later than 14 days after receipt of recall notice. Failure on the part of the teacher to take this action will relieve the Board from any further obligation to recall the teacher. A teacher, unable to notify the Board of acceptance within 14 days due to injury, illness or other reason deemed acceptable by the Director or designate shall not lose further recall rights.

ARTICLE 31 – PART TIME ASSIGNMENTS

- 31.01 A part-time teacher is one whose full-time equivalent status is less than 1.0. A part-time teacher shall be subject to the Articles of this Collective Agreement.
- 31.02 A part-time teacher shall receive salary and allowance pro-rated according to the part-time teacher's full-time equivalent status.
- 31.03 Both instructional and non-instructional time for the part-time teacher shall be pro-rated by means of the ratio of the assigned time of the part-time teacher to the assigned time of a full-time teacher.
- 31.04 A part-time teacher whose status is half-time or greater shall be eligible for all benefits with premiums paid as set out in Article 18. A part-time teacher whose status is less than half-time shall be eligible for all of the benefit plans set out in Article 18 with the Board paying one-half of the cost of benefit premiums.
- 31.05 All sick leave credit, accumulation and deductions under this plan shall be pro-rated accordingly for part-time employees.
- 31.06 Recognition of teaching experience will occur in accordance with Article 10.06.
- 31.07 Full seniority shall be accumulated without regard as to whether employment is full-time or part-time.
- 31.08 Part-time teachers who have requested an increase in employment status shall be considered for available vacancies prior to external hiring.

ARTICLE 32 – PROFESSIONAL DEVELOPMENT PLAN

- 32.01 **Purpose**

This Plan is to improve the quality of the program offered to the students of the Board. Areas which are to be funded will clearly be in the interest of education in general and education in the Board in particular. Funds will be made available to:

 - a) assist with the professional development of teachers
 - b) improve the quality of instruction
 - c) develop and improve program and curriculum available in individual schools

32.02 District Professional Development (PD) Committee

- a) The Professional Development Plan shall be administered by a District PD Committee composed of:
 - Two (2) representatives appointed by the Union Local,
 - Two (2) representatives appointed by the Board Administration.
- b) The District PD Committee shall:
 - i. establish the general guidelines for the use of PD funds; and
 - ii. determine allocations of PD funds to schools on an FTE basis.
- c) The general guidelines established by the District PD Committee will include and will support the following:
 - i. curriculum and program development projects,
 - ii. workshops, conventions, up-dating courses, etc.,
 - iii. professional activity day(s).

32.03 Union Local Professional Development (PD) Committee

- a) The Union Local PD Committee will meet as necessary to administer the school based PD funds.
- b) The Union Local PD Committee shall be set up by September 15 of each year and shall distribute the general guidelines as established by the Joint PD Committee by September 30.
- c) The Union Local PD Committee shall, at its initial meeting each school year, establish budget allocations for each school and shall notify all schools of such allocations not later than September 30 of that school year.
- d) The Union Local PD Committee shall report to the Joint PD on an annual basis or as required by the Joint PD Committee.

32.04 In-School Professional Development (PD) Committee

- a) An In-School PD Committee shall be established in each school, which shall utilize the general guidelines to administer the in-school PD fund allocation. The In-School PD Committee shall report to the Union Local PD Committee as determined by the Union Local. The Principal will enclose their recommendation with all applications for use of PD funds where a teacher's absence from the school is involved.
- b) The In-School Local PD Committee shall reimburse the Board for the salary paid to occasional teachers hired to replace a teacher on approved PD leave.

32.05 **Funds**

- a) By October 15 of each year, the Board shall fund the Professional Development Plan on the basis of \$195 per full-time equivalent (hereinafter known as FTE) teacher in place as of September 30. The Board shall issue a cheque to the Union Local in this amount to be used solely for the purpose of funding professional development in accordance with the general guidelines.
- b) The Union Local will allocate the PD funds to the schools on a FTE basis.

ARTICLE 33 - GRIEVANCE AND ARBITRATION PROCEDURE

33.01 **Definitions and Purpose of Grievance**

- a. The purpose of this article is to establish a procedure for the settlement of any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement or of an existing practice of the Board. The contravention of practices of the predecessor boards will not form the basis of any grievance.
- b. A 'party' to the grievance shall be defined as the Union Local or the Board. The 'complainant' shall be the teacher.
- c. 'Days' shall mean scheduled work days in the applicable school year calendar unless otherwise indicated.

33.02 **General**

- a. If the complainant fails to complete the complaint procedure within the total number of school days outlined in 33.03, the complaint shall be deemed to be abandoned.
- b. If the grievor fails to act within the time limits in school days set out at any step of the grievance procedure, the grievance shall be deemed to be abandoned.
- c. If an official fails to reply to either a complaint or grievance within the time limit set out at any stage, the complainant or the grievor will submit the complaint or grievance to the next step outlined in the procedure.
- d. At any stage of the complaint or grievance procedure, the time limits imposed upon either party may be extended by written mutual consent. In addition, one or more steps in the grievance procedure in regards to the processing of a particular grievance may be omitted by written mutual consent of the parties.

- e. At any step of the grievance procedure, the parties may be represented by a Union representative, advisor, agent, counsel or solicitor.
- f. No action of any kind shall be taken against any person because of participation in the grievance and/or arbitration procedures under this Collective Agreement.

33.03 Complaint Procedure

A teacher or a group of teachers, with the concurrence of the Union Local, may initiate a complaint with the teacher's immediate supervisor (the Principal in the case of all in-school teachers). The teacher shall indicate that the complaint is in accordance with Article 33 to proceed. Such complaint shall be brought to the attention of the immediate supervisor within ten (10) school days of the teacher's awareness of the occurrence of the circumstances giving rise to the complaint. Failing settlement within five (5) school days of the time when the complaint is first discussed with the immediate supervisor, the complaint may be taken up within a further five (5) school days as a grievance in the manner and sequence described in Article 33.

33.04 Policy Grievance

Either Party shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation, or alleged violation of this collective agreement. A policy grievance shall be presented at Step 1 to the Superintendent of Education (Human Resource Services).

A grievance shall contain those items listed in Article 33.03.

Grievance Procedure

A grievance shall contain:

- a. the name(s) of the teacher(s) involved,
- b. a brief description of the alleged violation, including any facts to support the grievance; and
- c. the clauses or any other language alleged to be violated; and
- d. the relief or remedy sought.

Step One

Failing settlement under the complaint procedure, the Union Local may, within the time limits prescribed in Article 33.03, refer the grievance in writing to the Superintendent of Education (Human Resource Services) or designate who shall answer the grievance in writing within ten (10) school days after receipt of the grievance.

Step Two

Failing settlement at Step One, the Union Local may, within ten (10) school days of the response of the Superintendent of Education (Human Resource Services) or designate, refer the grievance in writing to the Director of Education or designate who shall answer the grievance in writing within ten (10) school days.

Step Three

Failing settlement at Step Two, the Union Local may, within ten (10) school days of the response of the Director of Education or designate, refer the grievance to arbitration in the manner and sequence prescribed under Article 33.07. If, within ten (10) school days of the delivery of the reply of the Director or designate under Step Two, the Union does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

Grievance Hearing

A meeting between the Parties for the purpose of attempting to resolve a grievance shall be called at the request of either party as a part of Step 1 or Step 2. This meeting shall take place within ten (10) school days following the request and shall delay the reply required by the period of time between the request for the meeting and the date of the meeting.

33.05 Grievance by Union Local

The Union Local shall have the right to file a written grievance on behalf of an individual teacher, a group of teachers, a retired teacher or a deceased teacher commencing at Step One as described in Article 33.03.

A grievance shall contain those items listed in Article 33.03.

33.06 Grievance by Board

Step One

The Board shall have the right to file a written grievance with the President of the Union Local within ten (10) school days of the occurrence of the circumstances giving rise to the grievance. The President of the Union Local shall respond within ten (10) days.

Step Two

Failing settlement at Step One, the Board may, within ten (10) school days, refer the grievance to arbitration in the manner and sequence prescribed under Article 33.07. If, within ten (10) days of the delivery of the reply of the President of the Union Local under Step One, the Board does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

33.07 **Grievance Mediation**

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 shall stipulate the name of the person and the timeline for grievance mediation to occur.

33.08 **Arbitration of Grievance**

Where a difference has arisen between the parties, either of the parties may, after exhausting the grievance procedure established above, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee as a single arbitrator or appointee to an arbitration board. The recipient of the notice shall, within ten (10) school days, inform the other party of acceptance of the single arbitrator or provide the name of its appointee to the arbitration board. Where two appointees are so selected they shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of the majority is the decision of the arbitration board, but, if there is no majority, the decision of the chair governs. The arbitrator or arbitration board shall not make any decision which is inconsistent with the provisions of this Collective Agreement, nor which serves to add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.

All costs of the chairperson of the arbitration board shall be shared equally by the parties. Each party shall bear the costs of its own appointee to an arbitration board and of its own witnesses.

ARTICLE 34 - TEACHER-IN-CHARGE

34.01 A Teacher-In-Charge shall be appointed in each Elementary School. The criteria for a job description and qualifications, along with the procedures for appointment will be determined by the Board.

34.02 The allowance for time spent as Teacher-In-Charge shall be \$40.07, per day, prorated as may be necessary. Payment will only be approved in cases where

the teacher was required to act as Teacher-In-Charge for at least one-half of the school day.

- 34.03 While a teacher is performing the duties of a Teacher-In-Charge, an occasional teacher may be secured to perform the responsibilities of that teacher.
- 34.04 A teacher acting as Teacher-In-Charge shall not be required to discipline or evaluate other teachers.

ARTICLE 35 - ACTING PRINCIPAL/VICE-PRINCIPAL

- 35.01. An Acting Principal and/or Vice-Principal position may be created when a Principal or Vice-Principal is on temporary leave of absence for a period that is more than one week but not more than one school year. A teacher may be temporarily appointed as a Replacement Principal or Vice-Principal.
- 35.02. A teacher may be temporarily appointed as an Acting Principal or Acting Vice-Principal for a period that is more than one week, but not more than one school year.
- 35.03. For the duration of a teacher's appointment to an Acting Principal or Vice-Principal position the terms and conditions of employment for Principals and Vice-Principals shall apply to the teacher as well as the terms of this Agreement including but not limited to Articles 5 and 18 but excluding Articles 10, 12 and 32. In particular:
 - a. the teacher shall continue to be enrolled in the benefit plans applicable as a teacher;
 - b. the teacher shall continue to accrue seniority as a teacher; and
 - c. the teacher shall pay union dues on the salary received.

The Board will provide the Union Local with a complete list of all qualified principals and vice-principals on October 20 and March 31 of each year.

- 35.04. Upon the conclusion of the Acting appointment as described in Article 35.01, or the Acting appointment as described in Article 35.02, the teacher will have the right to be returned to the teacher's former school subject to the procedures in Articles 29 and 30.
- 35.05. Only qualified Vice-Principals and Principals who are not Union Local members shall evaluate members of the Union Local.

Those Vice-Principals currently in Acting appointments and covered by the Elementary Teacher Agreement 1998-2000 at the time of ratification of the 2000-2001 Agreement will have the terms and conditions grand-parented.

Dated at Seaforth, Ontario this 25 day of NOV, 2024.

Signed and agreed on behalf of the Board:


Chair of the Board


Director of Education


Superintendent of Education
(Human Resource Services)

Signed and agreed on behalf of the Union Local:


Deputy General Secretary


President


Chief Negotiator


Vice President


Local Chief Negotiator

APPENDIX A

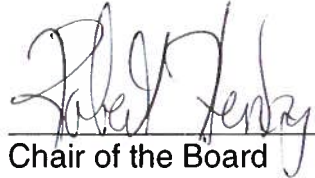
**Letter of Understanding
Between
Avon Maitland District School Board
And
Elementary Teachers' Federation of Ontario
Avon Maitland Local**

**RE: STATEMENT OF PHILOSOPHICAL INTENTION REGARDING
SPECIALIST TEACHERS**


It is the intention of the Board, where possible, to staff the elementary schools with a variety of specialist teachers. The Board recognizes the contributions of all specialist teachers. Further, the Board, through its Principals, shall endeavour to include on the staff of every school, teachers with library and music qualifications.

Dated at Seaforth, Ontario this 25 day of NOV, 2024.

Signed and agreed on behalf of the Board:


Chair of the Board


Director of Education


Superintendent of Education
(Human Resource Services)

Signed and agreed on behalf of
the Union Local:


Deputy General Secretary


President


Chief Negotiator


Vice President


Local Chief Negotiator

APPENDIX B

**Letter of Understanding
Between
Avon Maitland District School Board
And
Elementary Teachers' Federation of Ontario
Avon Maitland Local**

RE: Interviews on Professional Activity Days

Provided the Ministry of Education permits a Professional Activity Day for parent and teacher interviews, the interviews will be structured as follows for the duration of the collective agreement:

All parents/guardians are to be offered an interview.

Interviews will be scheduled on the evening prior to the Professional Activity Day.

The Principal will consult with the teachers so that the interviews offered on the Professional Activity Day will be offered in either of:

The morning;
The afternoon;
The equivalent of one-half day during the day.

During the block of time that interviews are not offered, the teachers are not required to be in the school.

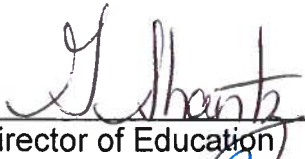
Notwithstanding the above, the parties agree that a teacher will schedule interviews at times other than the above to accommodate the scheduling requirements of a parent/guardian.

Dated at Seaforth, Ontario this 25 day of NOV, 2024.

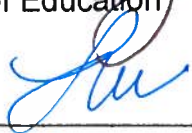
Signed and agreed on behalf of the Board:



Chair of the Board



Director of Education



Superintendent of Education
(Human Resource Services)

Signed and agreed on behalf of
the Union Local:



Deputy General Secretary



President



Chief Negotiator



Vice President



Local Chief Negotiator

APPENDIX C
Letter of Understanding
Between
Avon Maitland District School Board
And
Elementary Teachers' Federation of Ontario
Avon Maitland Local

Re: Hours of Insurable Earnings


Without prejudice to the number of hours actually worked by an individual teacher in connection with the teacher's professional duties and for the limited purpose of completing the forms under the Employment Insurance Act and without prejudice to the respective positions of the Board and Union as to the number of hours worked on a daily basis by the average teacher.

The undersigned parties have considered Section 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130. No. 14 pertaining to Section 55 of the **Employment Insurance Act**. Section 10 provides methods so that employers can complete the Records of Employment for workers not paid on an hourly basis.

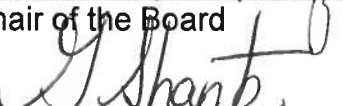
The parties agree, pursuant to Subsection 10 (2) of this regulation that eight (8) hours per day is a reasonable description of the hours of work of a teacher in a full-time assignment and that it is reasonable to pro-rate the daily hours of part-time teachers accordingly.

Dated at Seaforth, Ontario this 25 day of Nov, 2024.

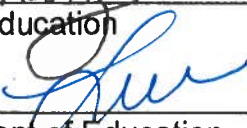
Signed and agreed on behalf of the Board:



Chair of the Board




Director of Education




Superintendent of Education
(Human Resource Services)

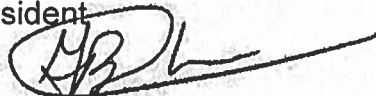
Signed and agreed on behalf of
the Union Local:



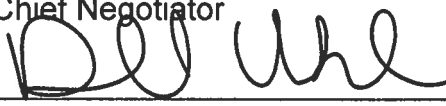
Deputy General Secretary



President



Chief Negotiator



Vice President



Local Chief Negotiator

APPENDIX D

**Letter of Understanding
Between
Avon Maitland District School Board
And
Elementary Teachers' Federation of Ontario
Avon Maitland Local**

RE: PRINCIPAL/VICE-PRINCIPAL RETURN TO UNION

During the life of this Collective Agreement, no teacher covered by this Agreement will be declared redundant as a result of a Principal or Vice-Principal returning to the Union.

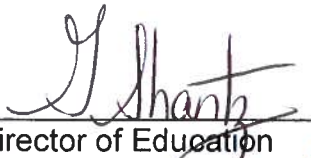
Either party may grieve a violation of this Letter of Understanding under Article 33 of the Collective Agreement if required.

Dated at Seaforth, Ontario this 25 day of NOV, 2024.

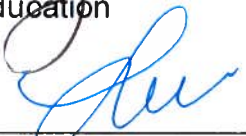
Signed and agreed on behalf of the Board:



Chair of the Board



Director of Education



Superintendent of Education
(Human Resource Services)

Signed and agreed on behalf of
the Union Local:



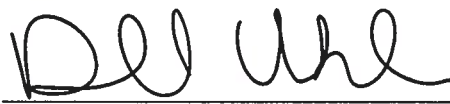
Deputy General Secretary



President



Chief Negotiator



Vice President



Local Chief Negotiator

APPENDIX E

LETTER OF AGREEMENT

Between

THE AVON MAITLAND DISTRICT SCHOOL BOARD

And

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (CONTRACT
TEACHERS)**

And

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS)**

Regarding Procedures to be implemented in the event of redundant contract teachers.

The Board and ETFO agree that, in any year when teachers are declared redundant to the system the following procedures will occur:

1. Contract teachers who are declared redundant will be offered a Long Term Assignment if one is available for which the teacher is qualified or able to become qualified.
2. Any redundant teacher not offered a Long Term Assignment shall be added to the Occasional Teacher Roster and to the Occasional Teacher Long Term List. Such teacher shall be identified by an asterisk on the Occasional Teacher Long Term list.
3. Federation fees for that portion of the position that is a Long Term Assignment will be credited to the Occasional Teacher Local.
4. Return to a regular contract position will occur as described in the Teacher Collective Agreement or by mutual agreement of the parties.
5. ETFO supports the board's practice of offering qualified contract teachers in part time assignments an increase in their contractual time where possible and appropriate. It is understood that "external hiring" referenced in Article 31.08 of the Collective Agreement means outside of the ETFO contract teachers bargaining unit.

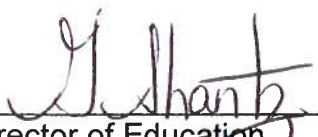
Dated at Seaforth, Ontario this 25 day of NOV, 2024.

Signed and agreed on behalf of the Board:

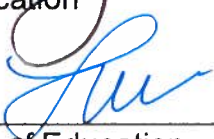
Signed and agreed on behalf of the Union Local:


Chair of the Board


Deputy General Secretary


Director of Education


President


Superintendent of Education
(Human Resource Services)


Chief Negotiator


Vice President


Local Chief Negotiator

APPENDIX F

**Letter of Understanding
Between
Avon Maitland District School Board
And
Elementary Teachers' Federation of Ontario
Avon Maitland Local**

RE: Surplus, Posting and Transfer of Staff Procedures

The Board and the Union agree to review Articles 29 and 30 in relation to the staffing procedures and consult on potential efficiencies.

This letter expires August 30, 2026.

Dated at Seaforth, Ontario this 25 day of Nov, 2024.

Signed and agreed on behalf of the Board:



Chair of the Board



Director of Education



Superintendent of Education
(Human Resource Services)

Signed and agreed on behalf of the
Union Local:




Deputy General Secretary



President



Chief Negotiator



Vice President



Local Chief Negotiator

APPENDIX G

**Letter of Understanding
Between
Avon Maitland District School Board
And
Elementary Teachers' Federation of Ontario
Avon Maitland Local**

RE: Workplace Violence

The Board and the Union recognize the importance of promoting a safe healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.

The Board agrees to meet with the Union for the purpose of discussing violence in the schools and its impact on members.

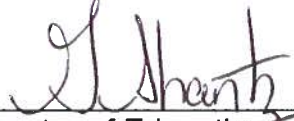
This letter expires August 30, 2026.

Dated at Seaforth, Ontario this 25 day of NOV, 2024.

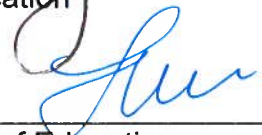
Signed and agreed on behalf of the Board:



Chair of the Board



Director of Education



Superintendent of Education
(Human Resource Services)

Signed and agreed on behalf of the Union Local:




Deputy General Secretary



President



Chief Negotiator



Vice President



Local Chief Negotiator

APPENDIX H

Letter of Understanding
Between
Avon Maitland District School Board
And
Elementary Teachers' Federation of Ontario
Avon Maitland Local

RE: Educators Financial Group

The Board and the Union agree to delete Article 18.03 as of November 30, 2024, once the remaining Avon Maitland ETFO members have exited the plan.

This letter expires August 30, 2026.

Dated at Seaforth, Ontario this 25 day of NOV, 2024.

Signed and agreed on behalf of the Board:


Signed and agreed on behalf of the Union Local:



Chair of the Board




Deputy General Secretary




Director of Education



President



Superintendent of Education
(Human Resource Services)



Chief Negotiator



Vice President



Local Chief Negotiator