

COLLECTIVE AGREEMENT

between

RAINBOW DISTRICT SCHOOL BOARD

and

ELEMENTARY TEACHERS FEDERATION OF ONTARIO

Rainbow Local

September 1, 2022 to August 31, 2026

PART A – CENTRAL TERMS

TABLE OF CONTENTS

ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT.....	3
C1.1	Separate Central and Local Terms	3
C1.2	Implementation.....	3
C1.4	Single Collective Agreement	3
C2.00	DEFINITIONS	3
C3.00	LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL	4
C3.1	Single Collective Agreement	4
C3.2	Term of Agreement	4
C3.3	Where Term Less Than Agreement Term	4
C3.4	Term of Letters of Understanding.....	4
C3.5	Amendment of Terms	4
C3.6	Notice to Bargain.....	5
C4.00	CENTRAL GRIEVANCE PROCESS	5
C4.1	Definitions	5
C4.2	Central Dispute Resolution Committee	5
C4.3	The grievance shall specify:.....	6
C4.4	Referral to the Committee	6
C4.5	Mediation	7
C4.6	Arbitration.....	7
C5.00	BENEFITS.....	7
C5.1	ELHT Benefits	7
C5.2	Eligibility and Coverage	8
C5.3	Funding.....	8
C5.4	Full-Time Equivalent (FTE) and Employer Contributions	9
C5.5	Benefits Committee	10
C5.6	Privacy	10
C5.7	Benefits not provided by the ETFO ELHT	10
C5.8	Payment in Lieu of Benefits	10
C5.9	Long Term Disability (Employee-Paid Plans).....	10

C6.00	SICK LEAVE	11
C6.1	Sick Leave/Short Term Leave and Disability Plan.....	11
C7.00	CENTRAL LABOUR RELATIONS COMMITTEE	14
C8.00	MINISTRY/SCHOOL BOARD INITIATIVES	14
C9.00	DIAGNOSTIC ASSESSMENT	15
C10.00	STATUTORY LEAVES OF ABSENCE/SEB	16
C10.1	Family Medical Leave or Critical Illness Leave	16
C10.2	Pregnancy Leave.....	17
C11.00	CLASS SIZE/STAFFING LEVELS	18
APPENDIX A – RETIREMENT GRATUITIES		19
A.	Sick Leave Credit-Based Retirement Gratuities	19
B.	Other Retirement Gratuities	19
LETTER OF AGREEMENT #1 RE: Sick Leave		20
LETTER OF AGREEMENT #2 RE : Task Force on the Utilization of Sick Leave		21
LETTER OF AGREEMENT #3 RE : Violence Prevention Health and Safety Training		22
LETTER OF AGREEMENT #4 RE : Professional Activity (PA) Days		23
LETTER OF AGREEMENT #5 RE : Occasional Teacher Ability to Lock the Classroom Door		24
LETTER OF AGREEMENT #6 RE : Employment Insurance (EI) Rebate		25
LETTER OF AGREEMENT #7 RE : Status Quo Central Items		26
LETTER OF AGREEMENT #8 RE : Individual Education Plans		27
LETTER OF AGREEMENT #9 RE : Support for Students Committee		28
LETTER OF AGREEMENT #10 RE : Provincial Working Group - Health and Safety		29
LETTER OF AGREEMENT #11 RE : Violent Incident Debriefing Training		30
LETTER OF AGREEMENT #12 RE : Violence Prevention in School Boards		31
LETTER OF AGREEMENT #13 RE : Integration of Students		32
LETTER OF AGREEMENT #14 RE : Hybrid Instruction		33
LETTER OF AGREEMENT #15 RE : Hiring Practices		34
LETTER OF AGREEMENT #16 RE : Safe Teaching and Learning Environments		35

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 STLDP.
- 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

TABLE OF CONTENTS – PART B – LOCAL TERMS

ARTICLE 1 - PURPOSE	1
ARTICLE 2 – AGREEMENT AMENDMENTS.....	1
ARTICLE 3 - RECOGNITION.....	1
ARTICLE 4 - RIGHTS AND RESPONSIBILITIES.....	2
4.01 Management Rights.....	2
4.02 Evaluations.....	2
4.03 Union Representation.....	3
4.04 Data for Negotiations.....	3
4.05 Board Policy.....	3
4.06 No Discrimination.....	3
4.07 Correspondence.....	4
4.08 Copies of the Collective Agreement.....	4
4.09 Criminal Background Checks.....	4
ARTICLE 5 - LEVEL DEFINITIONS FOR SALARY PURPOSES.....	4
5.03 Change of Level.....	5
5.04 Qualifications on Hiring.....	5
ARTICLE 6 - REMUNERATION.....	6
6.01a) Basic Salary Schedule.....	6
6.05 Responsibility Allowances.....	8
6.06 Teacher-in-Charge.....	9
ARTICLE 7 - METHOD OF PAYMENT.....	9
ARTICLE 8 - BENEFITS.....	10
8.01 Long Term Disability.....	10
8.02 Employment Insurance Rebate.....	10
ARTICLE 9 - LEAVE PLANS.....	10
9.01a) Unpaid Sick Leave.....	10
9.01b) Sick Leave – Medical Notes.....	10
9.01c) WSIB Top Up Benefits.....	11
9.02 Parental/Adoption Leave.....	11
9.03 Jury Duty/Witness.....	11
9.04 Writing Examinations.....	12
9.05 Convocations.....	12
9.06 Bereavement Leave.....	12
9.07 Professional Purposes/Union Duties.....	12

9.08	Personal Leave.....	14
9.09	Education Leave.....	14
9.10	Political Leave.....	14
9.11	Quarantine.....	14
9.12	General Leave of Absence.....	14
9.13	Returning from Leave/L.T.D.....	15
9.14	Absence Without Leave.....	16
9.15	Compassionate Leave.....	16
ARTICLE 10 - STRIKE AND LOCKOUT.....		16
ARTICLE 11 - SENIORITY.....		16
ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE.....		17
12.01	Definitions.....	17
12.03	Procedure.....	17
12.04	Policy and Group Grievance.....	18
12.05	Arbitration.....	18
12.09	Cost of Arbitration.....	19
12.10	Grievance Mediation.....	19
ARTICLE 13 - STAFFING.....		20
ARTICLE 14 - SURPLUS/REDUNDANCY/RECALL.....		20
14.01	Definitions.....	20
14.03	Declaration of Redundancies.....	21
14.04	Declaration of Surplus.....	21
14.05	Posting of Vacancies.....	22
14.06	Recall.....	24
14.07	Creation and Posting of New Positions of Added Responsibility.....	25
ARTICLE 15 - APPOINTMENT TO ACTING PRINCIPAL AND ACTING VICE PRINCIPAL POSITIONS.....		25
ARTICLE 16 - WORKING CONDITIONS.....		25
16.01	Occupational Health and Safety.....	25
16.02	Lunch.....	26
16.03	Supervision.....	26
16.04	Medication.....	27
16.05	School Year.....	27
16.06	Preparation Time.....	27
16.07	Professional Activities.....	28
16.08	Instructional Day.....	28
16.09	Replacement of a Classroom Teacher.....	29
16.10	Travel Expenses.....	29
16.11	Scheduling of Assignments.....	29

16.12	Access to Information/Human Resources Files.....	29
16.13	Extra-Curricular.....	30
16.14	Regular Staff Meetings.....	30
16.15	Report Cards.....	31
16.16	Inclement Weather.....	31
16.17	Harassment.....	31
ARTICLE 17 - PROBATIONARY PERIOD.....		31
ARTICLE 18 - TEACHER RESIGNATION/RETIREMENT DATES.....		32
ARTICLE 19 - UNION DUES AND ASSESSMENTS.....		32
ARTICLE 20 - JOINT COMMITTEE.....		32
20.01	Staffing Committees.....	32
20.02	Joint Committees.....	33
ARTICLE 21 - EMPLOYMENT INSURANCE.....		33

LETTER OF INTENT	Manitoulin Professional Development
LETTER OF INTENT	Teacher Training on New Student Information System
LETTER OF UNDERSTANDING	Elementary Morning Call-In Protocol for Illness
LETTER OF UNDERSTANDING	Staff Attendance

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as "the Agreement" to set forth certain conditions of employment which have been mutually agreed upon and which shall be applicable to the Board and to all members of the Union employed as teachers in the Boards' elementary panel.

ARTICLE 2 – AGREEMENT AMENDMENTS

Except for error, inadvertence or omission, this agreement shall form the basis of computing all salaries and other conditions defined herein. At any time amendments (deletions or additions) to the clauses defined herein may be made, in writing, with the mutual consent of the Parties to this Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The employer being the Rainbow District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all teachers employed by the Board in its elementary panel save and except occasional teachers.
- 3.02 The Board recognizes the right of the Union to be represented by any duly authorized adviser, agent, counsel, solicitor or representative, to assist, advise or represent the Union in all matters pertaining to the negotiation and administration of the Collective Agreement.
- 3.03 The Union recognizes the right of the Board to be represented by an affiliated Association, or any other duly authorized adviser, agent, counsel, solicitor or representative to assist, advise, or represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.04 The Board will provide an electronic version by October 31st of each school year, a current alphabetical list of teachers showing name, work location, home address and phone number.

ARTICLE 4 – RIGHTS AND RESPONSIBILITIES

4.01 Management Rights

The Union recognizes that it is the exclusive right of the Board to:

- a) provide, maintain and conduct the operation of its schools in accordance with the laws of the Province of Ontario and Board Policy;
- b) discipline, demote and discharge a teacher, for just and sufficient cause, such cause being given in writing. The reasons for such termination shall be in writing by the principal to the teacher; a teacher shall have the right to submit a grievance claiming unjust discipline, demotion or discharge. The claim shall be dealt with through the grievance and arbitration procedures as outlined herein;
- c) notwithstanding (b) the parties agree that the Board may terminate a probationary employee at a lesser standard;
- d) determine all other matters except as expressly defined in this Agreement.

4.02 Evaluations

- a) Only supervisory officers and principals and vice-principals shall evaluate a teacher's performance. No member of the Union shall be required or requested to evaluate a teacher's performance.
- b) 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.
- c) The Board will consult with the President of ETFO Rainbow Local in development of, and prior to making changes to, the Board's policies and procedures regarding teacher evaluation.
- d) The Principal shall notify the President of ETFO Rainbow Local, within three (3) working days when a teacher receives an unsatisfactory rating. Where the performance appraisal has resulted in an unsatisfactory/development needed rating, the principal, teacher and the Local President shall meet to discuss the improvement plan and resources to be provided.
- e) ETFO has the right to file a grievance with respect to the evaluation of a teacher which may lead to termination up to the last day of the school year in which the performance appraisal is completed. If the performance appraisal is completed in June, ETFO has thirty school days to file a grievance.

4.03 Union Representation

- a) The Board recognizes the right of the Union to represent a member at any disciplinary meeting where the conduct or performance of the member is being considered.
- b) The Union shall notify the Board in writing of the names of the persons elected to office in the Union and of persons authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union (Workplace Steward).
- c) The Board shall provide the Union with access to the Board's internal mail services in order to conduct Union business.
- d) The Board shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership. The Director of Education reserves the right to restrict the posting of notices which are deemed inappropriate.

4.04 Data for Negotiations

Upon written request to the Chief Financial Officer, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this collective agreement.

4.05 Board Policy

The Board shall cause to be posted in all schools, notice of any proposed change in policy that will be recorded in the Policy Manual (or new policy that will be recorded in the Policy Manual). The Board will communicate the proposal to the President of the Union (or the designate) at least 12 days before disposition by the Board. The Board shall arrange for a formal meeting between the Board representatives and the Union when requested by either party.

In the context of this Article, policy shall mean any notice of motion that is so identified in the agenda. When adopted by the Board, such policy will be recorded in the Policy Manual.

4.06 No Discrimination

The Board and the teachers agree that there shall be equal treatment with respect to employment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability or by reason of membership or activity in the Union.

4.07 Correspondence

All official correspondence between the parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and to and from the President of the Union or designate.

4.08 Copies of the Collective Agreement

As soon as possible after ratification of the collective agreement each member shall receive an electronic copy of the agreement by e-mail. The collective agreement shall be posted to the Board's intranet.

4.09 Criminal Background Checks

- a) The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to regulation 521/01 of the Education Act or any subsequent regulation or law which contain a criminal record are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Director of Education and/or designate(s).
- b) Notwithstanding a legal obligation to release information, the Board shall not release any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law without the permission of the teacher except for the purpose of recommending disciplinary action against the teacher.
- c) Notwithstanding a legal obligation to release information, the Board shall not release or report to the Ontario College of Teacher any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law unless the Board recommend disciplinary action against the teacher based on the information obtained.
- d) ETFO, Rainbow Local, may grieve any disciplinary action taken against a teacher based on or related to the information that the teacher is required to provide to the Board pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.

ARTICLE 5 - LEVEL DEFINITIONS FOR SALARY PURPOSES

5.01 All members of the Union shall be paid according to qualifications, experience and responsibility in accordance with this Agreement. Levels for salary purposes will be according to Q.E.C.O. Statement of Evaluation Program 3, 4 or 5.

5.02 In the event that a teacher is mistakenly paid, during the term of this agreement, a salary rate that is higher or lower than that to which the teacher is entitled, the Manager of Human Resources or Union President may convene a meeting if

required with the teacher involved and a representative of the Federation. At this meeting, the method and time line for the repayment of these monies, which shall not exceed one (1) year, will be determined. Retroactive adjustments will be limited to a 10 month period.

5.03 Change of Level

It shall be the responsibility of the teacher to obtain a QECO Evaluation Statement and present the same to Human Resources on or before January 31st. Evidence of changes in level received up to January 31st will entitle the teacher to the revised salary retroactive to the beginning of the same school year provided the qualifications for the change in level were obtained prior to September 1st. When it appears that a teacher will be unable, through no fault of the teacher, to obtain an Evaluation Statement prior to January 31st, the teacher shall inform the Board in writing by January 31st and submit proof of application for an Evaluation Statement. If, in the opinion of the Board, the teacher was unable to obtain an Evaluation Statement, through no fault of the teacher, the adjustment will be made on receipt of the Evaluation Statement retroactive to the beginning of the school year.

If a teacher submits evidence of level change after January 31st, but prior to June 1st, the salary adjustments will be made effective as of the first of the month immediately following receipt of such evidence by Human Resources.

5.04 Qualifications on Hiring

If, at the time of hiring, a teacher does not possess a Q.E.C.O. Evaluation Statement, that teacher will be placed temporarily at minimum in level "A" of the salary scale. Similarly, a teacher will be placed in Level A1 if the teacher appears to have qualifications for Level A1, A2, A3 or A4.

A teacher hired on or after November 1st will be given two (2) months to provide evidence of Level placement according to the Q.E.C.O. Evaluation Statement with retroactive salary to the date of hiring. When it appears that evidence of a change of level cannot be presented by January 1st, the teacher shall notify the Board in writing and submit proof of application for an Evaluation Statement prior to December 1st. If, in the opinion of the Board, the teacher was unable to obtain an Evaluation Statement through no fault of the teacher, the adjustment will be made retroactive to the date of hiring.

ARTICLE 6 – REMUNERATION

All members of the Union shall be remunerated according to the qualifications, experience and responsibility as set out in this Article.

6.01 a) Basic Salary Schedule

Effective September 1, 2022

	A	A1	A2	A3	A4
0	44443	49353	51238	56090	59598
1	47875	52920	54886	60290	63849
2	51306	56483	58531	64487	68098
3	54737	60046	62177	68686	72350
4	58170	63611	65821	72885	76601
5	61600	67175	69467	77082	80851
6	65031	70740	73116	81280	85103
7	68464	74305	76761	85478	89355
8	71895	77869	80407	89676	93605
9	75326	81433	84051	93874	97855
10	78757	84996	87697	98072	102105
11	81878		91343	102272	106357
12	84996				110608

Effective September 1, 2023

	A	A1	A2	A3	A4
0	45777	50834	52776	57772	61386
1	49312	54508	56532	62099	65764
2	52846	58178	60287	66422	70141
3	56379	61847	64042	70746	74521
4	59915	65519	67796	75071	78899
5	63448	69190	71551	79395	83276
6	66982	72863	75309	83719	87656
7	70518	76534	79064	88042	92035
8	74052	80205	82819	92366	96414
9	77586	83876	86573	96690	100791
10	81120	87545	90328	101015	105168
11	84334		94084	105340	109547
12	87545				113926

Effective September 1, 2024

	A	A1	A2	A3	A4
0	47036	52232	54227	59361	63074
1	50668	56007	58087	63806	67573
2	54299	59778	61945	68248	72070
3	57930	63548	65803	72692	76570
4	61563	67321	69660	77136	81069
5	65193	71092	73519	81578	85567
6	68824	74866	77380	86021	90066
7	72457	78639	81238	90463	94566
8	76088	82411	85097	94906	99065
9	79719	86182	88953	99349	103563
10	83350	89953	92812	103793	108060
11	86653		96671	108237	112560
12	89953				117059

Effective September 1, 2025

	A	A1	A2	A3	A4
0	48212	53538	55583	60845	64651
1	51934	57407	59539	65402	69262
2	55656	61272	63493	69955	73872
3	59378	65137	67449	74509	78484
4	63102	69004	71402	79064	83096
5	66823	72870	75357	83617	87706
6	70545	76738	79315	88172	92318
7	74269	80605	83269	92725	96930
8	77991	84471	87224	97279	101542
9	81712	88337	91177	101833	106152
10	85434	92202	95133	106387	110762
11	88820		99088	110943	115374
12	92202				119985

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

6.02 The onus is on the teacher to provide documentation of teaching experience.

6.03 All previous elementary or secondary school teaching experience obtained while qualified under Ontario standards or equivalent to Ontario standards as determined by the College of Teachers and approved by the Board will be recognized for

placement on grid. Only experience obtained while in a probationary or permanent teaching position or experience as a long-term occasional teacher for periods in excess of 20 consecutive teaching days will be included. The calculation of teaching experience is based on paid time only with the exception of the statutory unpaid pregnancy leave period.

Retroactive salary to the date of commencement of employment will be paid providing proof of previous teaching experience is received by the Manager of Human Resources by December 15th for a teacher hired prior to October 15th and within two months for a teacher hired on or after October 15th.

6.04 Except for error or omission, teaching experience recognized by the Board for salary purposes on January 1, 1998, will continue to be honoured.

Teaching experience for salary purposes will be calculated as follows:

- a) The calculation of years of teaching experience will be made annually as of September 1st and will be determined by dividing by ten (10) the total number of complete months of teaching; i.e., periods of twenty (20) or more consecutive days of teaching. Where the remainder in such a division is five (5) months or greater, an additional year will be granted for salary purposes.
- b) If a period of teaching experience includes a partial month of ten (10) or more days, this experience will be recognized as a complete month, e.g., four (4) months and twelve (12) teaching days will equal five (5) months; four (4) months and nine (9) teaching days will equal four (4) months.
- c) A part-time teacher who is employed for a full year to teach only a portion of each day / week will be credited with the percentage of time worked times ten (10) months; (e.g., a teacher working every other day (50% of the time) will be credited with five (5) months; a teacher working 80 % of the time will be credited with eight (8) months).

6.05 Responsibility Allowances

- a) Consultant - \$7662
- b) Lead Teacher - \$4737

6.06 Teacher-In-Charge

- a) When the principal of a school, which does not have a vice-principal is required to be absent from school, a teacher-in-charge will be assigned on a voluntary basis to assume additional responsibilities. The principal will provide the teacher with the appropriate form. The principal will ensure the staff is informed of his or her absence, prior to the absence, when possible.

The teacher will receive an allowance of:

Full Day \$62.62
Half Day \$31.31

Where the absence exceeds one full day the teacher-in-charge will be released from teaching duties for one half day for each additional day of absence. An occasional teacher will replace the teacher-in-charge for the half day. A teacher may assume this position for a period not to exceed five (5) consecutive days or forty (40) days in a school year unless mutually agreed upon by the Board and the Union.

- b) The provisions of a) will also apply when both the principal and vice-principal/lead teacher are required to be absent from school.

ARTICLE 7 - METHOD OF PAYMENT

- 7.01 a) Annual salaries will be paid according to the following schedule:

4% of annual salary payable on the 15th and 30th of each month commencing September through August (except February which will be on the last banking day in February)

Plus an additional 4% on the August 30th pay.

- b) Salary Schedule for Working Less Than Full School Year

Notwithstanding Article 7.01 a), where a teacher commences employment or returns to work from an unpaid leave after the school year has begun, the annual salary will be paid as follows:

Number of school days worked X Annual Salary = Salary Payable

194 days

The salary payable to the teacher will be divided into equal instalments payable on the 15th and 30th of each of the remaining months through to August.

- 7.02 If the normal pay date falls on a weekend or public holiday, payment will be made on the last banking day immediately preceding the weekend or public holiday.

- 7.03 All teachers will receive their pay by direct deposit in the bank of their choice. A statement of salary allowances and deductions will be provided to the teacher on the dates listed above.

- 7.04 A teacher who resigns or retires at the end of June will receive all remaining salary payments owed in one lump sum on June 30th.

7.05 Payment for Part-time Service

A teacher will be paid salary in the proportion that the total number of school days for which the teacher performs duties in the school year bears to the total number of school days in the school year.

ARTICLE 8 – BENEFITS

See also central agreement C6 Benefits and Central Letter of Agreement #6

8.01 Long Term Disability

The Board will assume the cost of administering a Long Term Disability Plan with 100% of the premiums to be paid by the teacher and the teachers will determine the carrier. The Board is not the policy holder of the Long Term Disability contract nor will the Board be liable should a claim for long term disability be denied. Participation in the LTD plan will be a condition of employment for teachers, except those who opted out prior to January 1, 1998 with the predecessor boards. A teacher absent from work and receiving LTD benefits maintains employment with the Board and the period of absence is deemed to be an authorized LTD Leave of Absence. During this period, the teacher continues to accrue seniority.

Notwithstanding the foregoing, teachers who have indicated their intention to retire may request that premiums not be deducted in accordance with the carrier's contract.

8.02 Employment Insurance Rebate

The full employment insurance rebate for teachers covered by this Collective Agreement will be transferred to the Board effective January, 1999.

ARTICLE 9 – LEAVE PLANS

See also central agreement C6 Sick Leave and C10 Statutory Leaves.

9.01 a) Unpaid Sick Leave

An unpaid leave will be granted for up to the remainder of the school year for teachers who run out of sick leave and submit a certificate from a qualified medical practitioner certifying the inability of the teacher to attend to their duties.

9.01 b) Sick Leave – Medical Notes

When a teacher is absent from duty for reasons of illness for a period of five (5) consecutive days or more, the teacher shall submit a certificate from a qualified medical practitioner certifying the inability of the teacher to attend to the teacher's duties.

Notwithstanding the above, the Board may, in its sole discretion, require any teacher to submit a certificate for a period of absence less than 5 days. Should the Board require a certificate for a period of absence less than 5 days, the Board will reimburse the teacher for any amount paid to the physician for the purpose of obtaining a certificate. Where the Board intends to utilize its discretion to require a certificate for less than 5 days, the teacher will be advised of the requirement for future absences.

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

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

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

9.02 a) Parental Leave (including Adoption Leave)

Parental leaves shall be granted to a teacher in accordance with the *Employment Standards Act*. Where parental leave extends a period of pregnancy leave, the parental leave must be taken consecutive with the end of the pregnancy leave, unless the child has not come into care.

b) Reinstatement following Pregnancy/Parental/Adoption Leave

A teacher who takes a leave as prescribed under C10.2 in the central agreement and 9.02a) in the local agreement will be entitled to return to the position occupied at the time of the leave if it still exists or to a comparable position. An employee returning must give at least 4 weeks written notice of the date of return.

c) Extension to Parental/Adoption Leave

A teacher may request an extended parental/adoption leave of up to 2 years to coincide with the end of a term or school year. Following the extended leave of absence, the teacher will be placed in the same school subject to the provisions of Article 14.

9.03 Jury Duty/Witness

A teacher shall be granted a leave of absence from duty by reason of a summons to serve as a juror, or subpoena as a witness in any proceedings to which the teacher is not a party or one of the persons charged. Such leave shall be granted without loss of pay or deduction of sick leave credit.

9.04 Writing Examinations

For the purpose of writing one (1) formal examination per course per year toward a university degree, College diploma or for a higher professional certificate, if the examination is written locally during the school or instructional day, the full day during which the examination is written will be granted without loss of pay or deduction of sick leave credit. If the examination is not written locally but is written on a school day, two (2) days of teaching time will be granted, on the same conditions. Where an examination is written on a week-end but not locally, one (1) day will be granted, on the same conditions.

9.05 Convocations

For the purpose of attending convocation ceremonies where a degree or diploma is being conferred on the teacher or the teacher's child, step-child, spouse or parent, one (1) day will be granted without loss of pay or deduction from sick leave credit. Should the convocation be on a school day, but not held locally, two (2) days will be granted. If it is held out of town on a weekend, one (1) day will be granted. In all cases, the time off teaching will be without loss of pay or deduction from sick leave credit.

9.06 Bereavement Leave

- a) When a teacher is required to be absent because of the death of an immediate family member, the teacher shall be granted up to five (5) consecutive teaching days in conjunction with the day of the funeral without loss of pay or deduction from sick leave credit. The five (5) days may be split between days required for the funeral and days required for the interment or memorial service. Immediate family would include parents, step-parents, siblings, step-siblings, children, step-children, spouse, grandparents, parents-in-law, grandchildren, siblings-in-law, children-in-law or guardian.
- b) A leave of absence may be granted by the Principal of a teacher for up to one (1) full day without loss of pay or deduction from sick leave credit to attend the funeral of a person other than those mentioned above. The Board recognizes that prior notice may not be possible for this type of leave.

9.07 Professional Purposes/Union Duties

- a) When a teacher is required to be absent for professional purposes approved by the Board, the necessary time will be provided without loss of pay or deduction from sick leave credit. Professional purposes may include conferences and professional development.
- b) At the request of the Union, and with five (5) days notice to the Board, the Board will grant release time for local and provincial Union duties to a maximum of 150 days per school year (10 day maximum per school year per

teacher other than the President and Vice-President with no loss of salary or deduction from sick leave credits. Upon notification to the teacher from the Union, the teacher will notify the principal that union release is required. Should exceptional circumstances arise, the Board shall not unreasonably deny the request if made with less than 5 days notice. The Union will reimburse the Board for the cost of the occasional teacher's salary within thirty (30) days of billing. Release for union duties beyond 150 days may be approved at the discretion of the Director.

- c) i) Leave for not more than eight (8) teachers will be granted by the Board for meetings when a mediator or an arbitrator is present as part of the negotiating process. During such absences, the Board will continue to pay the teachers' regular salary and benefits on the condition that the Union reimburse the Board for the full cost of supply teacher salaries within sixty (60) days of receipt of the invoice from the Board. Should such meeting (s) be necessary, the request will be made to hold the meeting(s) outside of regular school hours.
- ii) At the request of the Union, the Board will grant to the chair of the Collective Bargaining committee, two (2) members of the committee and the Chief Negotiator an additional 15 days for the purpose of meetings and negotiations with the Board. These days shall not be deducted from the 150 days allowed in (b) above. The Union will reimburse the Board for the cost of the occasional teacher's salary.
- d) i) At the request of the Union, the Board will grant the release of up to one (1) year to the equivalent of one full-time teacher named by the Union provided that the Union reimburse the Board the minimum grid salary in the salary category of the teacher on leave plus any allowances paid to the teacher on leave. The teacher shall be considered for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave and teaching experience, as if working at the teacher's normal assignment. Such leave may be extended if requested by the Union.
- ii) Effective September 1, 2005, at the request of the Union, the Board will grant the release of up to one (1) year to the equivalent of two full-time teachers named by the Union provided that the Union reimburse the Board for the cost of the teacher hired to replace the teacher on leave of absence. Such replacement salary shall be deemed to be Category 2 minimum on the salary scale. In addition, the Union shall reimburse the Board for any allowances paid to the teacher who is on the leave of absence. The teacher shall be considered for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave and teaching experience, as if working at the teacher's normal assignment. Such leave may be extended if requested by the Union.

9.08 Personal Leave

Personal days are not vacation days. The teacher will confirm that the purpose of such leave is to attend to matters of personal importance which require the teacher's attendance and which cannot be scheduled outside of the normal school day. When a teacher is required to be absent for personal reasons and provides a request in writing 5 days in advance, where possible, to the Principal/Supervisor, up to six (6) half-days shall be granted per school year, taken individually, collectively or in combination, without loss of pay. Personal leave will not be granted on the day before/after a long weekend or the day before/after a school holiday without prior approval by the Director and without reasons acceptable to the Director.

9.09 Education Leave

For the purpose of continuing one's formal education on a full-time basis, a leave of absence for up to one (1) school year, without pay may be granted with the approval of the Board.

Requests for such leaves to be in writing to the Principal and Human Resources no later than March 31st for the following year.

This leave may be extended for an additional year upon request.

9.10 Political Leave

The Board shall grant a leave of absence without pay for the purpose of campaigning for or serving as a member of the Legislative Assembly of Ontario, the House of Commons or the local council of the municipality. The teacher shall continue to accumulate seniority for the period of the leave.

9.11 Quarantine

Leave with pay and without loss of benefits, experience or seniority shall be granted to an employee for a period for quarantine when declared by the Medical Officer of Health or designate.

9.12 General Leave of Absence

- a) A teacher may be permitted a leave of absence without salary. An application must be submitted to the Principal and Human Resources, not later than March 31st of the preceding school year.
- b) A leave may be granted on either a full-time or half-time basis. A full-time leave may be granted to a maximum of two consecutive years. A half-time leave may be granted to a maximum of four consecutive years. A half-time teacher shall be scheduled each day on a full year basis. Full time and part time leaves cannot be taken consecutively.

- c) A request for a leave shall not be unreasonably denied, however, a teacher with less than 2 years of continuous service with the Board will not be granted a full-time leave of absence.
- d) Changes in the terms of the leave of absence under this Article may be made only by mutual consent of the Union and the Board and must be in writing and must conform with the requirements of this Collective Agreement.

9.13 Returning from Leave/L.T.D

- a) A teacher on leave outlined in Article 9 will be subject to changes within the system as described in Article 14 that would have affected the teacher or the teacher's position had the teacher not been on leave.
- b) A teacher returning from general leave of absence or an education leave shall notify the Board of the intent to return by March 31st.
- c) A teacher on leave of absence will return to the same school subject to the surplus/redundancy provisions of Article 14.
- d) A teacher, having a Position of Responsibility, on a leave of absence, will return to the position of responsibility (if it still exists) the teacher left subject to the provisions of Article 14. A leave of absence taken by a lead teacher during the term of appointment as a lead teacher will not extend the duration of the term appointment.
- e) A teacher on L.T.D. shall notify the Board of the teacher's intention to return to work by March 31st in order to be eligible for placement in their home school the following September. A teacher on L.T.D. who notifies the Board after March 31st will be placed in the first suitable vacancy subject to the surplus/redundancy and recall provisions of Article 14. A teacher who returns to the first suitable vacancy will be returned to the teacher's home school the following September subject to the surplus/redundancy and recall provisions of Article 14.
- f) A teacher may request union representation at any meeting where an accommodation plan is being discussed. Where such a request is made, a meeting will be convened in a timely manner.
- g) Notwithstanding 9.13 c) above, and subject to 9.13 a) above, when a teacher returns from a statutory pregnancy and/or parental leave of absence, having not been subject to surplus or redundancy, their principal will endeavor to assign them to the same division that they taught prior to their statutory leave. If the teacher had an alternative assignment in Special Education (resources and/or self-contained class) or Core French, their principal will endeavor to assign them to such a position.

9.14 Absence Without Leave

- a) Early leaving/late returning to and from Christmas holidays, March Break or summer break will not be granted. Where, in the opinion of the Director of Education, unavoidable developments occur, the time will be deducted from personal days, or if none remain, will be deducted at a daily rate, in accordance with Article 7.05.
- b) Absence without leave may be considered grounds for discipline.

9.15 Compassionate Leave

A member shall be granted an unpaid leave for compassionate reasons at the discretion of the Director. Such leave will be for a maximum of 4 weeks in duration. Benefits will continue during the leave and there will be no reduction in sick leave allocation for absences covered by this clause.

ARTICLE 10 - STRIKE AND LOCKOUT

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

ARTICLE 11 - SENIORITY

11.01 The Seniority List

- a) Seniority shall be defined as the length of continuous employment as a teacher, other than as an occasional teacher, in the elementary panel of the Board or its predecessor Boards, from the most recent date of hire.
- b) Seniority shall be accumulated without regard to whether employment is full-time or part-time and shall accumulate during all periods while a teacher is on an approved leave of absence; is in receipt of sick leave, long term disability or Workers' Insurance Benefits; is redundant and continues to retain recall rights.
- c) Where seniority, as defined in a) is equal, the placement of the teachers on the seniority list will be determined, at the time the teacher is hired, by the following factors in order:
 - i) total experience as a teacher with the Board and its predecessors in the elementary panel, including any periods as a long term occasional teacher in the elementary panel; then
 - ii) total elementary teaching experience in Ontario; then
 - iii) total teaching experience in Ontario; then
 - iv) effective September 1, 2012, total teaching experience in Canada, then;
 - v) by lot conducted jointly by the parties.

11.02 The seniority list shall be revised and updated by the Board in consultation with the Union and shall be posted in every school or work location with copies to the Union by October 31st and April 1st each year. The list shall include every teacher covered by this Agreement and shall be in order of seniority with the most senior teacher listed first.

ARTICLE 12 - GRIEVANCE-ARBITRATION PROCEDURE

See also central agreement C4 Central Grievance Process.

12.01 Definitions

- a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) A "party" shall be defined as:
 - i) ETFO
 - ii) The Board
- c) "days" shall mean teacher work days unless otherwise indicated.

12.02 A teacher shall have the right to have present a representative from ETFO to assist the teacher at any stage in this grievance and arbitration procedure.

12.03 Procedure

Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the teacher with the Principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, ETFO may file a formal grievance at Step One, within ten (10) days of the informal stage.

a) Step One

ETFO may initiate a written grievance with the Director of Education, or designate, who shall hold a meeting within ten (10) days of receipt of the grievance and shall answer the grievance in writing within five (5) days after the meeting.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND

- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of ETFO and the member concerned.

b) Step Two

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

The Board's Grievance Committee shall answer the grievance in writing within ten (10) days of the meeting.

If the reply of the Board's Grievance Committee is unacceptable to ETFO, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

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

12.04 Policy and Group Grievance

ETFO has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of ETFO at Step Two.

12.05 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board.

Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

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

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

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines and modify penalties including discharge and disciplinary penalties.

- 12.06 Time restrictions may be extended if mutually agreed upon in writing. If the grievor fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by fax or delivery by hand to the party's representative within set time limits shall be considered as complying with the time limits.
- 12.07 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.
- 12.08 Should the processing or investigation of a grievance require that a grievor or one ETFO representative be released from regular duties, as provided for under Article 9.07(b), they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Manager of Labour Relations.

12.09 Cost of Arbitration

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

Other costs incurred by each party shall be the responsibility of that party.

12.10 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution

is to be reached. The cost of the mediator shall be shared equally between the parties.

ARTICLE 13 - STAFFING

- 13.01 a) The Board shall annually determine grade and divisional staffing to ensure compliance with the system-wide average class sizes as required by the *Education Act* and Regulations.
- b) Prior to the allocation of staff based on the Tentative Predicted Enrolment, the System Staffing Committee shall meet to examine and make recommendations related to the number of teachers assigned to each school. Prior to October 31, the System Staffing Committee shall meet to review the assignment of teachers to schools and class sizes.
- c) In addition to (a) above, each school will be allocated additional staff for in-school Special Education resource support. The allocation of this staff will be reviewed by the System Staffing Committee.
- d) Staffing Protocol
Every attempt will be made to make program changes, as a result of the accommodation/boundary review process, prior to the posting process. Where this is not possible, the process outlined in the letter of agreement "Staffing Protocol" dated March 1, 2004 will be used. The parties may revise this process by mutual consent.
- e) School Staffing Committee
The Principal and/or Vice-Principal of each school shall meet with the Workplace Steward and up to three (3) teachers (elected by the teachers) prior to April 25th of each school year to discuss such issues as: tentative predicted staff allocation for the following school year, timetable, assigned teaching time and preparation time, supervision duties and/or other staffing issues. The committee will meet prior to September 30th if requested by the workplace steward to discuss changes to staffing allocations which may occur after September 1st. It is clearly understood, as stated in the Education Act, that it is the duty and sole discretion of the Principal to organize the school. It is understood that tentative teaching assignments are assigned after the School Staffing Committee has met.

ARTICLE 14 - SURPLUS/REDUNDANCY/RECALL

14.01 Definitions

- a) A "surplus teacher" shall be defined as a teacher who has been declared surplus to the needs of a school/work location.
- b) A "displaced teacher" shall be defined as a teacher with the least seniority in a geographic area who is displaced by a surplus teacher with more seniority in the same geographical area.

- c) a "redundant teacher" shall be defined as a teacher who has been declared surplus to the needs of the Board.
- d) A "Board initiated transfer" means the movement of a teacher from a position within one school to a position within another school where, in the opinion of the Board, a transfer is advisable or to meet specific needs within the system.
- e) "Voluntary Transfer" means a transfer requested by a teacher.
- f) "Geographic areas" shall be defined as the work locations within the former Manitoulin, Espanola and Sudbury Boards of Education.

14.02 On or before April 5th, a staff complement will be assigned to each school/work location by the Board.

14.03 Declaration of Redundancies

- a) Based on the staff complement allocated to each school/work location and including staff returning from an absence, staff identified to provide specialized needs i.e. Deaf, Core French, Music, Resource Personnel etc., and any additional staff as assigned by the Board, the number of redundant teachers will be determined on the basis of seniority.
- b) On or before April 15th a notice shall be posted in each school/work location stating the number of teachers to be declared redundant.
- c) A teacher who is declared redundant will be advised verbally and in writing by the Principal prior to the notice being posted in b) above - or if the teacher is absent, then upon the teacher's return. Where a redundancy is declared after the notice in (b) or at times other than at the end of a school year, the Board will provide the redundant teacher with four weeks' notice, in writing; eight weeks notice if his or her seniority is five years or more. A teacher who is declared redundant will be added to the list of teachers with recall rights under Article 14.06.
- d) The Board will provide the Union with a list of those teachers who are declared redundant.

14.04 Declaration of Surplus

- a) Once the staff complement for each school has been determined the Principal will tentatively assign positions within the school in accordance with the teachers' position on the seniority list and viability of program. The assignment of a position will include any teacher who is returning from an absence with rights to return to the school. In determining viability of program preference will be given to a teacher who has the appropriate certification required by the

College of Teachers. A teacher who has not been declared redundant, and who is not assigned a position within the school, will be declared surplus. On or before April 20th each surplus teacher will be notified verbally and in writing. In addition, on or before April 25th, the Principal will inform each teacher of the teacher's tentative position within the school for the following year. Principals will endeavor to minimize changes to the teacher's tentative position.

- b) Teachers on the staff of a school being closed will become part of the staff complement of the receiving school. If there is more than one receiving school, teachers will be assigned by the Board to the receiving schools based on the anticipated movement of students.
- c) On the day before each surplus teacher is notified, Human Resources will provide the Union with a list of positions available in the system and the names of staff to be declared surplus.
- d) Once the surplus teachers have been notified by the Principal, the Principal will inform the workplace steward in writing of the tentative teaching assignments within the school.

14.05 Posting of Vacancies

- a) On or before April 25th, and after the surplus declarations, a list of vacant positions effective September 1st will be posted in all schools. Applications will be accepted from any teacher except those who were declared redundant. Where surplus teachers apply and are qualified for a posted vacancy the senior surplus teacher must be granted the position unless a more senior qualified teacher applies and is the successful applicant.
- b) Once the principals have filled the posted vacancies, but no later than May 5th, the surplus teachers who did not obtain a posted vacancy will be given a list of remaining vacant positions effective September 1st. The surplus teachers will indicate their preference for placement into vacancies and will be placed by the Board into suitable vacancies, taking into consideration the teachers' stated preferences.
- c) If there is no vacant position in the teachers' geographic area under (a) for which the teacher is qualified, the surplus teacher will displace the teacher in their geographic area with the least seniority, who is not redundant, and who holds a position for which the surplus teacher holds the necessary qualifications. If the surplus teacher is the teacher in the geographic area with the least seniority and there are no available positions in that geographic area the teacher will remain surplus.
- d) Once the displacement of teachers within a geographic area is completed, all remaining positions which are available in the system effective September 1st will be posted once per week, for 3 school days, but not beyond May 22nd. Applications will be accepted by the principals concerned from any teacher (including those remaining surplus) except a teacher who was declared redundant and a teacher on the recall list.

- e) A teacher who is surplus to the teacher's geographic area will, for a period of 2 years, be given one opportunity to return to any vacancy for which the teacher is qualified which occurs in the geographic area in which the teacher was declared surplus.
- f) Any teacher who is successful in obtaining a posted vacancy may apply for subsequent vacancies but may only accept one other position (excluding PAR positions) that occurs for the following school year.
- g) On or before May 22nd, a list of positions still available will be provided to each individual teacher who is still surplus, part-time (who by April 1, has requested an increase in contract) or redundant. The teacher will give to the Principal a list of priorities for these vacant positions.
- h) On or before May 29th, all Principals, Superintendents, the Manager of Human Resources and the President and/or Vice-President of the Union will meet to attempt to place all remaining surplus, part-time and redundant teachers (in that order).
- i) Surplus teachers who do not accept an available position or are not qualified or willing to become qualified for an available position prior to the commencement of the position, will be declared redundant and recalled to a position in accordance with the recall provisions of the Agreement.
- j) A vacancy for a Position of Added Responsibility created through redundancy will not be posted until after June 1st. If the redundancy line drops below the teacher holding the said position of responsibility, the teacher will be returned to the position and the vacancy will not be posted.
- k) A position which becomes available after the last posting will be offered to each qualified teacher on the recall list prior to hiring a new teacher.
- l) When 3 or more qualified teachers apply for an internal posting, the principal will hold interviews and select a candidate. Where the candidate selected has been hired by another principal, the position may be re-posted at the principal's discretion.
- m) Each application for a posted vacancy must be made in writing on the 'Reply to Posting' form supplied by the Board.
- n) The Principal/Supervisor who originated the posting shall acknowledge the application in writing. Each unsuccessful interviewed applicant will be notified the same day that the successful applicant is notified.
- o) Selection for each posted vacancy will be based on the requirements of the program, qualifications, experience and references.
- p) On a bi-weekly basis, a list of successful applicants will be sent to the union.
- q) After the school year has begun, if a teacher is transferred to another school, assigned an entirely new roster of students in a different grade, or they are the classroom teacher and their class has been moved to a different room, they will be given 3 days' advance notice and shall be released one day during the notice period to prepare for the transfer or reassignment.

- r) A position which becomes available during July and August will be offered on the basis of seniority and qualifications to teachers on the recall list.
- s) Nothing in this article will limit the Board from making a 'Board initiated transfer'. Where such a transfer is necessary the Principal will discuss the reasons with the teacher concerned.
- t) Positions of responsibility which become available in July and August will be posted at the Board Office and on the Board's internal electronic posting system for five (5) days and a copy sent to ETFO.
- u) Teachers with a teaching assignment in a school may not bid on postings within that school.

14.06 Recall

- a) Teachers who are declared redundant shall retain, for a period of three years from the date of redundancy, the right to be recalled to a position which becomes available and for which the teacher holds the necessary qualifications. Recall to an available position will be done in seniority order.
- b) It shall be the responsibility of teachers on the recall list to notify Human Resources of:
 - i) any changes of address and/or telephone number (including forwarding address and telephone number in case of absence from their regular residence) and
 - ii) their availability for work.

Failure to comply with (i) and (ii) above will result in the teacher's name being by-passed on the recall list until the obligation is fulfilled.

- c) Recall may be made by telephone, confirmed in writing. The teacher must respond within 48 hours. If a response is not received by the Board within the time limits specified, the teacher will be deemed to have refused recall.
- d) A teacher who refuses recall for the following reasons will remain on the recall list for the prescribed period:
 - i) sickness;
 - ii) accident;
 - iii) pregnancy leave;
 - iv) the position is less than half-time; or
 - v) special problems approved by the Board in consultation with the Union;
 - vi) the position is in a geographic area other than the one from which the teacher was declared redundant.

A teacher who refuses recall for reasons other than those listed above will be removed from the recall list and will lose the right to be recalled.

14.07 Creation and Posting of New Positions of Added Responsibility

- a) Should the Board create a new position of added responsibility, the Board agrees to meet with the Union in advance to reach agreement on the annual salary and allowance, if any, for the position. The duties, responsibilities, qualifications of the position will be discussed with the Union. If no agreement can be reached on the salary the matter may be submitted to arbitration in accordance with Article 12. The annual salary and allowances, if any, shall be payable from the effective date of the appointment.
- b) New positions will be posted in every school. Teachers covered by this agreement will be given first consideration. Should the Board be unable to fill the position from among the teachers covered by this agreement the position may be advertised externally.

ARTICLE 15 - APPOINTMENT TO ACTING PRINCIPAL AND ACTING VICE-PRINCIPAL POSITIONS

15.01 A teacher may accept an acting assignment, not to exceed two (2) years, to a position as "Acting" Principal or "Acting" Vice-Principal with no loss of seniority or rights and entitlements under this Agreement. On completion of the acting assignment, the teacher will return to the teacher's previous school and subject to the provisions of Article 14. A teacher who accepts an acting assignment will remain a member of the Union and will pay the respective union dues in accordance with the collective agreement. The parties agree that "Acting" Administrators shall not discipline or evaluate ETFO members. The length of the acting assignment may be extended by mutual agreement between the Board and the Union.

15.02 A teacher assigned to the position of Acting Principal or Acting Vice-Principal will be compensated at the starting rate on the respective Principal/Vice-Principal salary grid. A teacher appointed to an Acting Principal position who does not hold principal qualifications will be compensated at the starting rate on the vice-principal salary grid.

ARTICLE 16 - WORKING CONDITIONS

16.01 Occupational Health and Safety

- a) The parties agree that it is the Board's obligation to provide a safe and healthy workplace environment in accordance with the provincial statutes. The Board shall make all reasonable provisions for health and safety of employees.

- b) 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.

16.02 Lunch

Each teacher shall be entitled each day to an uninterrupted and continuous period of not less than 40 minutes for lunch free from supervisory, teaching, travel, or other duties.

16.03 Supervision

- a) Supervision time shall be defined as the time a teacher is assigned to supervise students outside the three hundred (300) minute instructional day as defined in Article 16.08. Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the three hundred (300) minute instructional day as defined in Article 16.08. Assigned duty shall be allocated in an equitable manner.
- b) Effective on the instructional day following ratification by both parties, the maxima of supervision minutes for elementary teachers will be 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.

For greater certainty, supervisory duties include assigned duties such as recess, yard duty, hall duty, bus duty and lunchroom duty and other assigned duties undertaken before the start of opening exercises or the start of instruction in the morning, whichever comes first, and before the commencement of classes following the lunch/nutrition interval and after the three hundred (300) minute instructional day.

- c) No teacher shall be required to perform supervision duties in excess of the amount of supervision duties that the teacher was required to perform as of September 1, 2007 unless the teacher's assignment or worksite is modified or changed. In the event of such modification or change, the teacher's supervision time shall be equal to the supervision time required of other teachers in the same school who perform equivalent assignments. If there is no such modification or change, each teacher shall continue to be required to perform the same amount of supervision duties as performed as at September 1, 2007 so long as the amount of such supervision time is less than the amount of supervision time otherwise provided for in this agreement.
- d) Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.

- e) A teacher employed in two (2) or more schools shall be free of all noon hour supervision and the Principal of such a teacher shall monitor the teacher's other supervisory responsibilities to ensure the 80 minute maxima is not exceeded.
- f) A teacher travelling between two (2) or more schools shall be entitled to a lunch break as well as adequate time to travel exclusive of preparation time. A principal with a teacher travelling at noon shall work out the teacher's noon break to ensure that this happens.

16.04 Medication

The Board shall not require any teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence.

It shall not be part of the duties and responsibilities of a teacher to examine pupils for communicable diseases or to diagnose such conditions or diseases.

16.05 School Year

The school year shall not exceed the minimum number of days required in the *Education Act and Regulations* and shall include the number of Professional Activity days as established by the Ministry of Education. No teacher shall be required to work on two or more P.A. days before the start of the school year for pupils unless by mutual consent of both parties, except where required by the Ministry of Education.

16.06 Preparation Time

- a) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- b) The Board shall ensure the following:
 - Effective August 31, 2012, in developing class and teacher timetables, principals shall schedule 240 minutes of preparation time per each cycle of five (5) instructional days, as defined in Article 16.08, free from classroom instruction, supervision or other assigned duties for each full-time teacher.
- c) Preparation time shall be scheduled in blocks of not less than thirty (30) consecutive minutes. Preparation time is encouraged to be scheduled in blocks of forty (40) minutes or more.
- d) Preparation time shall be used for professional activities as determined by the teacher and shall be assigned only during the three hundred (300) minute instructional day as defined in Article 16.08.

- e) Teachers on part-time assignment shall have the amount of preparation time prorated as per their teaching assignment.
- f) Missed preparation time shall be rescheduled where a teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than ten (10) instructional days after the loss of the preparation time and in any event within the same school year.
- g) 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 the consultation with a Joint Board-Union Committee.
- h) 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 time to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.

16.07 Professional Activities

- a) Effective in 2010-11, two (2) Professional Activity Days will be designated for the purpose of assessment, evaluation and completion of report cards: one prior to the end of the first reporting period and one prior to the end of the second reporting period.
- b) Each Professional Activity Day for assessment, evaluation and completion of report cards will be scheduled a minimum of three (3) instructional days prior to the date that report cards are due to administration.

16.08 Instructional Day

- a) The instructional day shall be 300 instructional minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch and recess/nutrition break(s).

- b) Classroom teachers shall be assigned the following maximum minutes of instructional time for every cycle of five instructional days:

August 31, 2012 – 1260 minutes

- c) Part-time teachers shall have their instructional time prorated in accordance with their assignment.

16.09 Replacement of a Classroom Teacher

The school principal will make every effort to replace a classroom teacher who is absent due to sick leave, personal leave, bereavement leave or board-mandated professional development/learning with an occasional teacher.

16.10 Travel Expenses

A teacher who is assigned to teach in two schools shall be reimbursed at the Board's current rate per kilometre for one-way travel between school A and school B.

16.11 Scheduling of Assignments

In assigning duties to a teacher on a part-time assignment, the Board shall schedule assignments consecutively during the part of the working day during which the teacher has agreed to teach. The Board may schedule assignments non-consecutively only with the consent of the union.

16.12 Access to Information/Human Resources Files

- a)
 - i) A teacher shall have access during normal business hours to the teacher's Human Resources file. The teacher may copy any material contained in these files. At the request of the teacher, the teacher may be accompanied by one other person who shall have access to such information.
 - ii) No documents regarding discipline or performance will be placed in the teacher's Human Resources file without an indication that the teacher has received a copy.
 - iii) At a teacher's request, with support of the Union, a teacher may meet with Human Resources to consider documents contained in a teacher's Human Resources file of a disciplinary nature to be removed from the file five (5) years after their date of issue, unless further disciplinary action has occurred in that period.

Any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the teacher's Human Resources file.

- iv) The Board shall keep all medical information in a sealed envelope within the Human Resources file.

b) School Files

- i) A teacher and/or designate shall have access, during normal business hours, to his/her file in the school. The teacher must give written permission to the Principal which allows a designate access to the file. The teacher/designate may copy any material contained in these files.
- ii) At the request of the teacher, the teacher may be accompanied by one other person who shall have access to such information.
- iii) If the teacher disputes the accuracy or completeness of material in the school file, the Principal shall, within 15 days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information. In any event, the teacher shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in his or her file.
When the Principal amends information the Principal shall, at the request of the teacher, notify within 5 school days all persons who received a report based on the inaccurate information.
- iv) A teacher may request and the Principal shall, consider removal of documents from the school file.
- v) Effective September 1, 2005, the Principal will ensure that a teacher receives copies of any material that may be placed in his/her school file within three working days of the material being filed. Failure to give a copy does not negate the existence of the document and will only result in a copy being provided once the oversight has been discovered.

16.13 Extra-Curricular

It is recognized that extra-curricular activities are voluntary.

16.14 Regular Staff Meetings

- a) Regular staff meetings shall be scheduled by the Principal, no later than September 30th, in consultation with the teaching staff and upon consensus whenever possible.
- b) Regularly scheduled staff meetings shall be held no more than once per month on average.
- c) Each meeting shall be no more than seventy-five (75) minutes in length.
- d) The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers.

- e) Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals.
- f) Teachers are expected to attend regularly scheduled staff meetings.
- g) Teachers may submit agenda items to the Principal for consideration.

16.15 Report Cards

The schedule of reporting to parents is established by the Board. The principal will establish and communicate to staff, no later than September 30th of each year, the due dates for all report cards to be submitted to the school office.

16.16 Inclement Weather

In the event buses are cancelled due to severe weather teachers are expected to report to work. A teacher who reports to work late will not suffer a loss of pay.

A teacher who is unable to report for work will notify the teacher's immediate supervisor as soon as possible and will continue to keep in touch with the supervisor throughout the day. If a teacher is not able to report for the balance of the day, the teacher will use a personal day or leave without pay.

A teacher who is unable to report must contact the teacher's immediate supervisor and may report to and attend the closest elementary school as designated by the supervisor. The teacher shall not suffer a loss of pay.

A teacher who is unable to report to the teacher's own school is expected to maintain contact with the teacher's supervisor and continue to make every reasonable effort to report to work.

16.17 Harassment

The Board will follow its policy: *Workplace Harassment: Respectful Working and Learning Environments for Employees* and annually review the policy with staff.

ARTICLE 17 - PROBATIONARY PERIOD

- 17.01 a) Each teacher shall serve a probationary period of 10 consecutive teaching months from his/her date of hire.
- b) The Board may extend the probationary period of a teacher for an additional 10 teaching months provided the teacher is given reasons, in writing, prior to the final month of the probationary period.
- c) A teacher who is declared redundant prior to completing his/her probationary period and who is subsequently recalled, will be on probation

for the required period of time to complete the 10-month probationary period.

- d) A teacher who is absent for any period in excess of 20 consecutive days, excluding school breaks, during his/her probationary period shall have the length of his/her probationary period extended by a period equal to the length of absence.

ARTICLE 18 – TEACHER RESIGNATION/RETIREMENT DATES

18.01 A teacher must submit notice of resignation to the Board prior to March 31st for the upcoming school year and prior to November 30th for December 31st. A resignation at any other time during the year will only be allowed by mutual consent of the teacher and the Board.

18.02 A teacher must advise the Board of retirement prior to March 31st for retirements at the end of the school year and prior to October 31st for retirements on December 31st. Notwithstanding the above, these timelines may be waived by the mutual consent of the teacher and the Board due to special circumstances.

ARTICLE 19 – UNION DUES AND ASSESSMENTS

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

19.02 The payment shall be accompanied by a dues submission list showing the names, addresses, Board e-mail, OCT number, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.

19.03 At the request of the Union, the Board shall make the appropriate payroll deductions from the teacher's pay for a "Local Union Levy".

ARTICLE 20 - JOINT COMMITTEE

20.01 Staffing Committees

A system staffing committee will be established comprised of three representatives from the Board and three from the Union.

The system staffing committee will meet as required to review the application of Article 13 Staffing and Article 14 Redundancy/Recall. This committee will meet at the request of either party to address concerns related to the staffing process.

20.02 Joint Committees

A Joint Committee will be struck representing the Board and the Union. The Joint Committee will be a collegial forum that will allow teachers and trustees to discuss matters of mutual interest/concern. Meetings of the Committee will be held at the request of either party.

The Committee representation will be formed on the following basis:

- a) Up to five (5) representatives from the Board
- b) Up to five (5) representatives from the Union

ARTICLE 21 – EMPLOYMENT INSURANCE

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

Dated at Sudbury this _____ day of _____ 2024.

SIGNED AND AGREED ON BEHALF OF RAINBOW DISTRICT SCHOOL BOARD

Chairperson

Director of Education

SIGNED AND AGREED ON BEHALF OF ETFO, RAINBOW LOCAL

LETTER OF INTENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
RAINBOW LOCAL**

Subject: Manitoulin Professional Development

The Board will make every reasonable effort to schedule board mandated professional development activities so that teachers on Manitoulin Island have access to these professional development activities within their geographic area on an ongoing basis.

Dated at Sudbury, Ontario this ___ day of _____, 2024.

For Rainbow District School Board:

For ETFO, Rainbow Teachers' Local:

LETTER OF INTENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
RAINBOW LOCAL**

Subject: Teacher Training on New Student Information System

The Board shall provide training to teachers with regard to a new student information system, including the report card system, prior to its implementation.

The Board agrees to meet with the Union and consider input prior to implementation of the training plan.

Dated at Sudbury, Ontario this ___ day of _____, 2024.

For Rainbow District School Board:

For ETFO, Rainbow Teachers' Local:

LETTER OF UNDERSTANDING

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
RAINBOW LOCAL**

Subject: Elementary Morning Call-In Protocol for Illness

For the 2024-25 school year, the following protocol will be followed. Senior staff will work collaboratively with school administration to implement a consistent process which will begin September 3, 2024. The Board and the Union agree to meet in June 2025 to discuss the protocol and provide feedback to be considered for the protocol for the 2025-26 school year.

General Short Term Illness:

Day one of absence due to general short term illness:

Call the cell phone of the person designated by the Principal in the morning if ill and unable to work within the following window of time:

6:00 a.m. to 6:30 a.m.

If there is no answer:

- First:** Call the cell phone of the other administrator (if applicable)
- Second:** Send a text and leave a voicemail to the cell number of the designated contact requesting a call back. The administrator will acknowledge receipt by text and call back as soon as possible.

Staff member is ill and is unlikely to be well the next day:

Call the designated person before the end of the instructional day if possible to provide the opportunity to contact the supply teacher to see if they are able to return the following day to provide continuity for students.

Serious Illness or Accident:

Day one of serious illness or injuries:

In the case of a serious illness or accident the teacher or designate if necessary will call the cell phone of the person designated by the Principal as soon as possible if ill and unable to work.

If there is no answer:

- First:** Call the cell phone of the other administrator (if applicable)
- Second:** Send a text and leave a voicemail to the cell number of the designated contact requesting a call back. The administrator will acknowledge receipt by text and call back as soon as possible.

Dated at Sudbury, Ontario this ___ day of _____, 2024.

For Rainbow District School Board:

For ETFO, Rainbow Teachers' Local:

LETTER OF UNDERSTANDING

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
RAINBOW LOCAL**

Subject: Staff Attendance

The Board and the Union agree to meet in November, March and June to review, discuss and consider input on staff attendance data, trends over time, staff well-being and attendance promotion. Discussions will include the upcoming Ministry directives on the promotion of staff attendance, best practices for safe return to work, and factors contributing to absence due to illness.

Dated at Sudbury, Ontario this ___ day of _____, 2024.

For Rainbow District School Board:

For ETFO, Rainbow Teachers' Local:

