

September 1, 2022 – August 31, 2026

Collective Agreement

**Limestone
District School Board**

Limestone Teachers Local



Collective Agreement
Between
Limestone District School Board
And
Elementary Teachers' Federation of Ontario,
Limestone Local

September 1, 2022 – August 31, 2026

TABLE OF CONTENTS

C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	7
C1.1	SEPARATE CENTRAL AND LOCAL TERMS	7
C1.2	IMPLEMENTATION	7
C1.4	SINGLE COLLECTIVE AGREEMENT	7
C2.00	DEFINITIONS.....	7
C3.00	LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL.....	8
C3.1	SINGLE COLLECTIVE AGREEMENT	8
C3.2	TERM OF AGREEMENT	8
C3.3	WHERE TERM LESS THAN AGREEMENT TERM	8
C3.4	TERM OF LETTERS OF UNDERSTANDING	8
C3.5	AMENDMENT OF TERMS	8
C3.6	NOTICE TO BARGAIN	8
C4.00	CENTRAL GRIEVANCE PROCESS.....	9
C4.1	DEFINITIONS.....	9
C4.2	CENTRAL DISPUTE RESOLUTION COMMITTEE	9
C4.3	THE GRIEVANCE SHALL SPECIFY:	10
C4.4	REFERRAL TO THE COMMITTEE	10
C4.5	MEDIATION.....	11
C4.6	ARBITRATION.....	11
C5.00	BENEFITS.....	11
C5.1	ELHT BENEFITS.....	11
C5.2	ELIGIBILITY AND COVERAGE	11
C5.3	FUNDING	12
C5.4	FULL-TIME EQUIVALENT (FTE) AND EMPLOYER CONTRIBUTIONS	13
C5.5	BENEFITS COMMITTEE	13
C5.6	PRIVACY	14
C5.7	BENEFITS NOT PROVIDED BY THE ETFO ELHT	14
C5.8	PAYMENT IN LIEU OF BENEFITS.....	14
C5.9	LONG TERM DISABILITY (EMPLOYEE-PAID PLANS).....	14
C6.00	SICK LEAVE.....	15
C6.1	SICK LEAVE/SHORT TERM LEAVE AND DISABILITY PLAN.....	15
C7.00	CENTRAL LABOUR RELATIONS COMMITTEE	18
C8.00	MINISTRY/SCHOOL BOARD INITIATIVES	18
C9.00	DIAGNOSTIC ASSESSMENT	19
C10.00	STATUTORY LEAVES OF ABSENCE/SEB.....	19

C10.1	FAMILY MEDICAL LEAVE OR CRITICAL ILLNESS LEAVE	19
C10.2	PREGNANCY LEAVE	20
C11.00	CLASS SIZE/STAFFING LEVELS.....	21
APPENDIX A – RETIREMENT GRATUITIES		22
A.	SICK LEAVE CREDIT-BASED RETIREMENT GRATUITIES.....	22
B.	OTHER RETIREMENT GRATUITIES	22
	LETTER OF AGREEMENT #1	23
RE: SICK LEAVE		23
	LETTER OF AGREEMENT #2	24
RE: TASK FORCE ON THE UTILIZATION OF SICK LEAVE		24
	LETTER OF AGREEMENT #3	25
RE: VIOLENCE PREVENTION HEALTH AND SAFETY TRAINING		25
	LETTER OF AGREEMENT #4	26
RE: PROFESSIONAL ACTIVITY (PA) DAYS		26
	LETTER OF AGREEMENT #5	27
RE: OCCASIONAL TEACHER ABILITY TO LOCK THE CLASSROOM DOOR		27
	LETTER OF AGREEMENT #6	28
RE: EMPLOYMENT INSURANCE (EI) REBATE		28
	LETTER OF AGREEMENT #7	29
RE: STATUS QUO CENTRAL ITEMS		29
	LETTER OF AGREEMENT #8	30
RE: INDIVIDUAL EDUCATION PLANS		30
	LETTER OF AGREEMENT #9	31
RE: SUPPORT FOR STUDENTS COMMITTEE		31
	LETTER OF AGREEMENT #10	32
RE: PROVINCIAL WORKING GROUP - HEALTH AND SAFETY		32
	LETTER OF AGREEMENT #11	33
RE: VIOLENT INCIDENT DEBRIEFING TRAINING		33
	LETTER OF AGREEMENT #12	34
RE: VIOLENCE PREVENTION IN SCHOOL BOARDS		34
	LETTER OF AGREEMENT #13	35
RE: INTEGRATION OF STUDENTS		35
	LETTER OF AGREEMENT #14	36
RE: HYBRID INSTRUCTION		36
	LETTER OF AGREEMENT #15	37
RE: HIRING PRACTICES		37
	LETTER OF AGREEMENT #16	38
RE: SAFE TEACHING AND LEARNING ENVIRONMENTS		38
PART B: LOCAL AGREEMENT		39
L1.0.0	PURPOSE.....	39
L2.0.0	RECOGNITION, SCOPE AND INTERPRETATION.....	39

DEFINITION OF TERMS.....	39
STATUTORY RESPONSIBILITIES.....	40
UNION DUES.....	40
L3.0.0 TERMS OF AGREEMENT AND AMENDMENT.....	40
L4.0.0 DISCRIMINATION & HARASSMENT IN THE WORKPLACE.....	41
NO DISCRIMINATION	41
HARASSMENT.....	41
L5.0.0 OCCUPATIONAL HEALTH & SAFETY.....	41
VIOLENCE IN THE WORKPLACE	42
L6.0.0 MANAGEMENT RIGHTS.....	42
L7.0.0 NEW TEACHER INDUCTION PROGRAM (NTIP).....	42
L8.0.0 TEACHER PERFORMANCE APPRAISAL.....	42
L9.0.0 RESIGNATION	43
L10.0.0 JUST CAUSE.....	44
L11.0.0 PERSONNEL FILES	44
MEDICAL INFORMATION.....	44
L12.0.0 TEACHER BOARD RELATIONS COMMITTEE.....	45
UNION CONSULTATION REGARDING MAJOR CHANGES TO SCHOOLS	45
L13.0.0 RESOLUTION OF DISPUTES.....	45
GRIEVANCE/ARBITRATION PROCEDURES.....	45
<i>Definition of Grievance</i>	45
<i>Step 1</i>	45
<i>Step 2</i>	46
POLICY GRIEVANCE.....	46
<i>Step 3</i>	46
COST OF ARBITRATION	46
TIME LIMITS.....	47
GRIEVANCE MEDIATION	47
L14.0.0 WORKING CONDITIONS.....	47
SCHOOL YEAR.....	47
NOON RECESS	47
CLASS SIZE	47
STAFF FOR SCHOOL TO COMMUNITY PROGRAMS.....	48
STUDENT SUPPORT TEACHERS	48

INSTRUCTIONAL DAY	49
TEACHER PREPARATION TIME	49
SUPERVISION DUTIES	50
STAFF MEETINGS	51
TRAVEL TIME.....	51
TRAVEL ALLOWANCES	51
TEACHER ABSENCE	52
EXTRA-CURRICULAR ACTIVITIES.....	52
PEER COACHING & MENTORING	52
L15.0.0 MEDICAL PROCEDURES	52
L16.0.0 UNION LEAVE.....	53
L17.0.0 PREGNANCY AND PARENTAL LEAVE.....	53
ADOPTION LEAVE.....	56
L18.0.0 SHORT TERM ABSENCES.....	56
PERSONAL/FAMILY LEAVE.....	56
COMPASSIONATE/BEREAVEMENT LEAVE	57
PARENTING LEAVE	57
INCLEMENT WEATHER.....	57
QUARANTINE.....	57
JURY DUTY	57
L19.0.0 LEAVE OF ABSENCE WITHOUT PAY.....	58
L20.0.0 REDUCED TEACHING LOAD.....	59
L21.0.0 SELF-FUNDED LEAVES.....	59
L22.0.0 TEACHER EXCHANGE OUTSIDE THE BOARD	61
L23.0.0 SENIORITY.....	62
PUBLICATION AND UPDATING OF THE SENIORITY LIST	62
L24.0.0 STAFFING & EMPLOYMENT STABILITY	63
ELEMENTARY STAFFING PROCESS.....	63
STATEMENT OF INTENT	63
JOINT ELEMENTARY STAFFING COMMITTEE.....	63
SCHOOL STAFFING COMMITTEE	63
SCHOOL TO COMMUNITY STAFFING COMMITTEE	64
DEFINITION OF SURPLUS TEACHER	64
DEFINITION OF REDUNDANT TEACHER	64
PROCEDURES FOR THE IDENTIFICATION AND PLACEMENT OF A TEACHER WHO IS SURPLUS TO A SCHOOL AND A TEACHER RETURNING TO THE CLASSROOM FROM A LEAVE OR OTHER POSITION.....	64

PROCEDURE FOR THE PLACEMENT OF REDUNDANT TEACHERS.....	66
OPTIONS FOR A REDUNDANT TEACHER.....	66
ADVERTISING OF POSITIONS.....	67
NOTICE TO UNION	67
INCREASED ENTITLEMENT TO TEACHING TIME	67
L25.0.0 CATEGORY PLACEMENT.....	67
L26.0.0 IMPLEMENTATION OF SALARY CATEGORY AND PAYMENT	68
L27.0.0 SALARY GRIDS.....	70
SEPTEMBER 1, 2022:.....	70
SEPTEMBER 1, 2023:.....	70
SEPTEMBER 1, 2024:.....	70
SEPTEMBER 1, 2025:.....	71
L28.0.0 ALLOWANCES FOR POSITIONS OF RESPONSIBILITY	71
CONSULTANTS, COORDINATORS AND RESOURCE TEACHERS.....	71
HEAD TEACHERS.....	71
TEACHER IN CHARGE	71
ALLOWANCES FOR POSITIONS OF RESPONSIBILITY	71
L29.00 GRANDFATHERED GRATUITY/RETIREMENT BENEFIT PLANS (FORMERLY ARTICLE 23).....	72
FORMER FRONTENAC COUNTY BOARD OF EDUCATION AS AT DECEMBER 31, 1997	72
FORMER LENNOX AND ADDINGTON BOARD OF EDUCATION AS AT DECEMBER 31, 1997	72
RETIREMENT BENEFIT PLAN.....	73
ADMINISTRATION	74
REDUNDANCY LETTER TEMPLATE.....	76
LETTER OF UNDERSTANDING	77
RE: ONTARIO STUDENT RECORDS.....	77
LETTER OF UNDERSTANDING	78
RE: MOBILITY.....	78
LETTER OF UNDERSTANDING	79
RE: REPORT CARD COMMENT BANK.....	79
LETTER OF UNDERSTANDING	80
RE: RETURN TO WORK/ACCOMMODATION MEETINGS.....	80
LETTER OF UNDERSTANDING	81
RE: FORM A TEMPLATE	81

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Individual Education Plans

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

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

A provincial committee will be established with representatives comprised of:

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

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

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

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

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

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

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

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

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

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

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

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

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

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

PART B: LOCAL AGREEMENT

L1.0.0 PURPOSE

- L1.1.0 It is the intent and purpose of the parties to maintain a harmonious relationship between the Board and each member of the Union and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.
- L1.1.2 The purpose of this agreement is to establish mutually satisfactory arrangements between the Board and the Union; to provide a mechanism for the prompt and equitable disposition of grievances; and to establish and maintain satisfactory conditions of work and salary for all teachers who are subject to the provisions of this agreement.

L2.0.0 RECOGNITION, SCOPE AND INTERPRETATION

- L2.1.0 The Limestone 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 elementary teachers, other than occasional teachers, who are assigned to one or more elementary schools or who perform duties in respect of such schools all or most of the time. The Board agrees that it will only deal with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement.
- L2.1.1 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union. Teacher bears the same meaning as the 'Part X.1 teacher' as defined in the Education Act, as amended. For clarification, a person once appointed as a principal or vice-principal is excluded from the bargaining unit even if such a principal or vice-principal is reassigned from time to time to perform duties in Board offices.
- L2.1.2 The Union recognizes the committee designated by the Board as the Negotiating Committee of the Board for the purpose of this Agreement.
- L2.1.3 The Board recognizes the committee designated by the Union as the Negotiating Committee of the Union for the purpose of this Agreement.
- L2.1.4 Except where otherwise stated, the terms employed herein shall have the same meaning as defined by or used in The Education Act, as amended, and the Regulations thereunder. The Board and the Union agree to abide by the Education Act, as amended and Regulations thereunder.

Definition of Terms

- L2.2.0 "Board" or "Employer" means Limestone District School Board.
- L2.2.1 "Union" means the Elementary Teachers' Federation of Ontario (ETFO).
- L2.2.2 "Local Union" or "Local" means the Elementary Teachers' Federation of Ontario (ETFO), Limestone Local.
- L2.2.3 "Director" means the Director of Education.
- L2.2.4 "Spouse" shall include married, common-law and same sex partners.

- L2.2.5 “College of Teachers” shall be defined by the College of Teachers Act.
- L2.2.6 “Occasional Teacher” means an occasional teacher as defined by the Education Act and employed by the Board.
- L2.2.7 “Consult (consultation)” means to share all relevant information in a timely manner with the intent to engage in meaningful discussions, allowing time for meaningful input and feedback, including sharing the reason for the decision, prior to implementation. It is understood that in the case of Ministry mandated initiatives the timing of the consultation process may be impacted.

Statutory Responsibilities

- L2.3.0 The Board and the Union agree to abide by the relevant sections and regulations of the Education Act, the Employment Standards Act, the Ontario Occupational Health and Safety Act, the Ontario Human Rights Code, Ontario Labour Relations Act, Freedom of Information Act, Protection and Privacy Act and all other prevailing statutes governing education and employment in Ontario.

Union Dues

- L2.4.0 The Board agrees to deduct from the salary of each teacher the amount of regular Union dues uniformly and regularly levied in respect of each Teacher in accordance with the bylaws of the Union and remit to the Union forthwith. Further, the Board agrees to deduct annually, from the pay of each active teacher, fees for membership in the Ontario College of Teachers and to remit such deductions to the Ontario College of Teachers. It is understood that for teachers not actively at work on the pay date that deductions are made, it is the responsibility of the teacher to remit fees to the Ontario College of Teachers.
- L2.4.1 The Union agrees to indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions made from a teacher’s pay as provided herein.
- L2.4.2 ETFO dues deducted and submitted in accordance with Article L2.4.0 shall be accompanied by an electronic dues submission list showing the names, addresses, wages earned, dues, FTE status, Ministry Identification Number (MIDENT), OCT #, and assessments deducted for the particular period.
- L2.4.3 Further to L2.4.2 above, the Board shall provide to the Federation a report(s) containing the following member information: name, member leave status, including deferred, paid, pregnancy, parental, unpaid, and WSIB. This information shall be provided by October 31 and February 28 of each school year.

L3.0.0 TERMS OF AGREEMENT AND AMENDMENT

- L3.1.0 Amendments to the agreement defined herein shall be made only by mutual consent of the parties to this agreement.
- L3.1.1 It is understood and agreed that there will be no strike or lockout during the term of this Agreement or of any extension of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act.

- L3.1.2 The Union shall assume the responsibility for printing of the collective agreement and the distribution of copies to ETFO members. The cost of printing the collective agreement shall be shared equally between the Board and the Union.
- L3.1.3 In the event of a strike by employees in another Bargaining Unit, the Employer will, at the request of the Local, meet with the Local under the auspices of the Labour Management Liaison Committee to discuss the impact or potential impact of the strike on the Local's membership.

L4.0.0 DISCRIMINATION & HARASSMENT IN THE WORKPLACE

No Discrimination

- L4.1.0 The Board and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, sex, colour, ancestry, place of origin, ethnic origin, marital status, same sex partner status, sexual orientation, age, disability, citizenship, family status, record of offences (criminal conviction for a provincial offence, or for an offence for which a pardon has been granted), gender identity, gender expression or religion as defined in the Ontario Human Rights Code. There shall be no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.

Harassment

- L4.2.0 The Board believes and is obligated to ensure that all Teachers are entitled to a healthy and safe environment free from harassment in the workplace.
- L4.2.1 To this end, all Teachers have a right to freedom from harassment by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.
- L4.2.2 The Union may request to review Administrative Procedure AP 405 – Respect in the Workplace: Anti-Harassment & Discrimination and AP 406 – Respect in the Workplace: Reporting and Investigating Workplace Harassment & Discrimination, no more than once every two years through the Joint Board-Union Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure, the Union shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation and education. The Union may request to make representation to appropriate Board personnel and/or Committees.
- L4.2.3 It is recognized that a broader consultative process will be undertaken, which will include the Union.

L5.0.0 OCCUPATIONAL HEALTH & SAFETY

- L5.1.0 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.
- L5.1.1 Upon the Board receiving an occupancy permit for new school and/or renovation projects, the Principal shall inform the Site-based Health and Safety Coordinator and the ETFO Steward.
- L5.1.2 When changes are being considered to Health & Safety Administrative Procedures, the Union shall be provided an opportunity to convey concerns and to make recommendations for consideration to the Board, including changes to procedures, implementation and education.

Violence In The Workplace

- L5.2.0 The Board believes and is obligated to ensure that all Teachers are entitled to a healthy and safe environment free from violence in the workplace.
- L5.2.1 To this end, all Teachers have a right to freedom from assaults and/or threats by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.
- L5.2.2 When a student engages in violent behaviour toward a teacher, any teacher(s) connected to the situation will be involved in the investigation process.
- L5.2.3 The Union may request to review Administrative Procedure AP 407 – Violence in the Workplace and AP 408 – Reporting & Investigating Workplace Violence, no more than once every two years through the Joint Board-Union Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure and related protocols, (for example, The Community Threat Assessment Protocol, Threat Assessment Framework, Threat Assessment: Responding to Ensure Student & Staff Safety), the Union shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation and education. The Union may request to make representation to appropriate Board personnel and/or Committees.
- L5.2.4 It is recognized that a broader consultative process will be undertaken, which will include the Union.

L6.0.0 MANAGEMENT RIGHTS

- L6.1.0 In accordance with, and in addition to the powers granted and duties specified under the Education Act, as amended, and the Regulations made thereunder, it is the exclusive right of the Board to hire, direct, demote, promote, transfer, suspend, discipline and discharge any teacher.

L7.0.0 NEW TEACHER INDUCTION PROGRAM (NTIP)

- L7.1.0 The New Teacher Induction Program (NTIP) shall be done in accordance with the Education Act.
- L7.1.1 NTIP orientation sessions provided for newly hired contract teachers held prior to the start of the school year, will be made available to current ETFO members but in no way shall such members be directed or required to attend.

Information surrounding these sessions shall be communicated generally throughout the system.

- L7.1.2 All NTIP mandatory training, as defined by the Ministry of Education, will occur during the school day with Occasional Teacher coverage, where necessary.
- L7.1.3 The Board will provide the Local Union with a list of Teachers in the NTIP by October 31 of each year.

L8.0.0 TEACHER PERFORMANCE APPRAISAL

- L8.1.0 The following articles apply to performance appraisals conducted for experienced Teachers under Part X.2 of the Education Act and in Regulation 99/02, as amended and Ontario Regulation 266/06.

- L8.1.1 The Board will consult with the Local in the development of, and prior to making modifications to, the Board's procedures regarding Teacher Performance Appraisals. A Teacher Performance Appraisal shall be conducted in accordance with the Education Act and Board procedures.
- L8.1.2 A Teacher shall be given at least 48 hours' notice before a classroom observation that is related to the performance appraisal.
- L8.1.3 The Board will notify the Union within ten (10) days when a Teacher receives an unsatisfactory rating.
- L8.1.4 An out of cycle TPA will only be initiated where attempts at coaching and performance management have not led to improvements. The Union will be informed in such circumstances.
- L8.1.5 The results of the EQAO or other provincially-mandated grade tests shall not be referenced in the Teacher Performance Appraisal report.
- L8.1.6 The Board agrees that between the period of the first observation meeting and the culmination of the summative report, classroom observations that occur outside of the TPA process shall not be conducted without the consent of the Teacher.
- L8.1.7 The Teacher Performance Appraisal process as governed by the Education Act, is the recognized process that will be used to evaluate an elementary teachers' performance. Notwithstanding the aforementioned, this does not preclude on-going professional communication related to teacher practice that normally occurs between educators.
- L8.1.8 The Union has the right to file a grievance with respect to the performance appraisal report of a Teacher which may lead to termination.
- L8.1.9 Acting Vice-Principals and Teachers, including those holding positions of added responsibility, shall not perform any aspect of the performance appraisal process by practice or by policy, with respect to another member.
- L8.1.10 No member of the Union shall be required or requested to evaluate another member's competence.

L.9.0.0 RESIGNATION

- L9.1.0 A Teacher may resign in accordance with and subject to the Ontario Employment Standards Act and/or at any time by written mutual consent of the Teacher and the Board.
- L9.1.1 A Teacher who is eligible for a retirement gratuity and who retires from the Board after having given at least sixty days' notice of their intention to retire shall receive the gratuity within sixty days of retirement.
- L9.1.2 Notwithstanding the above, a Teacher who is eligible for a retirement benefit and who retires from the Board after having given at least sixty days' notice of their intention to retire shall receive the benefit by no later than August 31.

L10.0.0 JUST CAUSE

- L10.1.0 No Teacher shall be disciplined or discharged without just cause, or demoted or suspended for disciplinary reasons without just cause. In all such instances there shall be a meeting held between the Teacher and a Board representative, at which the Local President (and/or ETFO Provincial Representative), or designate, shall be present, to discuss the matter. Such cause shall be provided to the teacher in writing, copied to the Local, within five (5) calendar days of any such action taken or to be taken by the Board.

L11.0.0 PERSONNEL FILES

- L11.1.0 There shall only be one official recognized personnel file, which shall be that maintained at the Board office. Such files shall be stored in a secure location within Human Resources in a completely confidential manner.
- L11.1.1 Teachers shall be provided a copy of any material being placed in their personnel file within five working days.
- L11.1.2 A Teacher shall have the right to place material in their personnel file.
- L11.1.3 Upon written request to the Superintendent of Human Resources or designate, a Teacher shall be given an opportunity to review their personnel file at a mutually agreeable time in the presence of the Superintendent of Human Resources or designate, at the Board office.
- L11.1.4 Where a Teacher authorizes in writing access to their personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- L11.1.5 A Teacher shall be entitled upon request to copies of any materials contained in the Teacher's personnel file, at no cost to the Teacher.
- L11.1.6 Any letter of reprimand, suspension or other sanction, or any notes related to such, shall be removed from the personnel file, at the written request of the Teacher to the Superintendent of Human Resources, or designate, two years following the receipt of such a letter, suspension or other sanction provided that the Teacher's record/file has been clear of any disciplinary letter for the past two years. Any such letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.
- L11.1.7 The aforementioned two-year sunset clause shall not apply in circumstances wherein a Teacher has received discipline with respect to an issue that has been reported to, investigated and substantiated through the Ontario College of Teachers. Such disciplinary record(s) shall remain on the Teacher's personnel file.
- L11.1.8 Notwithstanding the aforementioned, a Teacher may apply to the Superintendent of Human Resources in writing to request the removal of such record(s) after two years have elapsed.

Medical Information

- L11.2.0 The Board shall keep any medical information in separate files accessible only to the appropriate Human Resources personnel and the Teacher.

L12.0.0 TEACHER BOARD RELATIONS COMMITTEE

- L12.1.0 A Teacher/Board Relations Committee shall be established. The purpose of the committee shall be to discuss matters which impact on the teachers and the Board through a process of mutual problem solving. The Committee shall be responsible for reviewing such matters as are referred to it by the Board or the Union and shall make such recommendations to the Board and the Union as it deems appropriate.
- L12.1.1 The Teacher/Board Relations Committee shall be made up of equal representation appointed by the Board and the Union and include at least one member from each of the negotiating teams.
- L12.1.2 The Committee shall meet once a term or as needed.
- L12.1.3 The Committee shall have no power to effect changes in the existing Collective Agreement unless otherwise approved by the Board and the Union.

Union Consultation Regarding Major Changes to Schools

- L12.2.0 The Board agrees to consult with the local Union, through the Teacher Board Relations Committee established in Article L12.1, on:
 - a) School openings and closings;
 - b) Changes in grade ranges of schools; and,
 - c) Program cancellation or introduction
 - d) New positions in addition to those described in the Collective Agreement and the Elementary Staffing Process document.

L13.0.0 RESOLUTION OF DISPUTES

- L13.1.0 The parties recognize the importance of ongoing communication and informal discussion in the resolution of disputes. If a complaint cannot be resolved through informal discussion at the school level or through the Teacher-Board Relations Committee, either party may lodge a grievance as provided herein.

Grievance/Arbitration Procedures

Definition of Grievance

- L13.2.0 A grievance shall be defined as any question, dispute, or difference of opinion involving interpretation, application, administration or alleged violation of any term, provision or condition of this collective agreement, including the question of whether a matter is arbitrable.
- L13.2.1 The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations, at any stage of the grievance-arbitration procedure.

Step 1

- L13.3.0 The Union may submit a grievance, in writing, setting out the facts of the grievance together with the provisions of the agreement claimed to have been violated, to the appropriate

Superintendent or designate within twenty (20) school days of the event which gave rise to the grievance, or within twenty (20) school days of the date the grievor(s) should have been aware of the event or the relevant facts. Within ten (10) school days of receipt of the grievance a meeting

will be held with the Union and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

Step 2

- L13.4.0 If settlement is not reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Superintendent or designate. Within five (5) school days of receipt of the grievance a meeting will be held with the Director of Education or designate. A written response will be provided to the grievor from the Director of Education or designate within five (5) school days of the meeting.

Policy Grievance

- L13.5.0 The Union and the board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or Director of Education within twenty (20) school days of the incident giving rise to the grievance.

Step 3

- L13.6.0 Failing settlement at STEP 2, the grievor(s) may, within fifteen (15) school days of receipt of the written decision provided therein give the other party written notice of their desire to submit the grievance to final, binding arbitration.
- L13.6.1 The notice shall contain the name of the first party's appointee to the arbitration board. The recipient of the notice shall, within ten (10) school days, inform the other party of the name of their appointee to the arbitration board. The two (2) appointees so selected shall, within ten (10) school 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 (2) appointees fail to agree upon a chair within the time limit, either party may request the Minister of Labour for Ontario to make the required appointment. The arbitration board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties. The decision of the majority shall be the decision of the arbitration board, but if there is no majority, the decision of the chair shall be the decision of the arbitration board.
- L13.6.2 Notwithstanding any other provisions in this Article, the parties may by mutual agreement use a Single Arbitrator. The selection of any specific Arbitrator shall be by mutual agreement with the understanding that the person would be available within sixty (60) days of request in order to establish a hearing date.
- L13.6.3 The arbitration board shall not make any decision, which is inconsistent with any Statute, or any Regulation thereunder, or the provisions of this collective agreement, nor which serves to alter, modify or amend any part of this collective agreement.
- L13.6.4 In the event that either party makes an application for expedited arbitration under the Ontario Labour Relations Act, the application and its timing must be in compliance with Section 49 of the Ontario Labour Relations Act, as amended.

Cost of Arbitration

- L13.7.0 Each of the parties shall bear the expenses of its own appointee to the arbitration board and one-half (½) the expenses of the chair of the arbitration board. The parties shall pay their own expenses of appearing at the hearings of the arbitration board.

- L13.7.1 Throughout all stages of the grievance procedure the parties may have the assistance of Teachers and other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable arrangements will be made for such person to attend.

Time Limits

- L13.8.0 All time limits fixed herein for the grievance procedures may be extended only upon the written consent of the parties.
- L13.8.1 One or more steps in the grievance procedures may be omitted by the written consent of the parties, in respect of the processing of a particular grievance.
- L13.8.2 If at any stage of the grievance-arbitration procedure a grievance is not processed within the time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned by the Union or if the Board has failed to reply the grievance may be moved to the next step.

Grievance Mediation

- L13.9.0 Nothing in this Article precludes the parties from mutually agreeing to grievance-mediation during any stage of the grievance procedure. The agreement shall be in writing and stipulate the name of the mediator and the time line for grievance-mediation to occur.

L14.0.0 WORKING CONDITIONS

School Year

- L14.1.0 The length of the school year shall be the minimum number of days that are required in the Education Act, as amended. The Teacher shall not be required to work any days preceding the official start of the school year for students.

Noon Recess

- L14.2.0 Each teacher shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes free from supervisory, teaching or other duties, scheduled during the lunch interval for students. Teachers shall not be required to travel during their 40-minute uninterrupted lunch.

Issues arising due to teachers having assignments in more than one school may be referred to the Teacher Board Relations Committee.

Class Size

- L14.3.0 The Board will ensure that the Board-wide average class size in the aggregate will not exceed the number of pupils as calculated on October 31 in accordance with the Education Act, as amended, and the regulations thereunder. The Board will ensure that the Board-wide average class size in the aggregate in the primary division will not exceed the number of pupils as calculated on October 31 in accordance with the Education Act, as amended and the regulations thereunder.

L14.3.1 The following class loadings will be used as a guideline:

Class	Size
Kindergarten	22
Kindergarten / Grade 1	22
Grade 1, 2	23
Grade 3	25
Grade 4, 5, 6	27
Grade 7, 8	28

L14.3.2 Where the principal and staffing committee is unable to implement the average class size regulation, they shall refer the problem to the Joint Elementary Staffing Review Committee and the Superintendent of Human Resources Services.

L14.3.3 The Superintendent of Human Resources Services may:

- a) Implement alternative organizational patterns to meet the average class size regulation and explain to the staff the rationale for the decision, or
- b) Recommend additional staff to alleviate the problem.

L14.3.4 Every effort will be made by the Board to reorganize schools, when necessary, as early as possible, but no later than the third Monday in September or at a natural school break or when a vacancy occurs, following the October 31 reporting of enrolment data for the Ministry of Education and Training.

Staff for School to Community Programs

L14.4.0 The Board will ensure a maximum average class size of 10 students in School to Community programs.

L14.4.1 A School to Community teacher may be redeployed during the school year to respond to changes in enrolment of School to Community pupils.

Student Support Teachers

L14.5.0 Student Support Teachers will be provided to the system to assist in programming and student support. A minimum of fifty percent (50%) of SST time will be used for direct student instruction.

L14.5.1 It is understood that work associated with IEPs is a partnership between the classroom teacher, SST and other staff, as appropriate. Once it has been determined that a new IEP be established for a student, the SST will develop the initial draft of the IEP, with specific input from the classroom teacher including but not limited to appropriate annual goals, measurable learning expectations and teaching strategies. It is understood that development of new IEPs will be completed during non-instructional SST time.

L14.5.2 Further to the above, all IEPs shall be finalized by the classroom teacher and any ongoing modifications to existing IEPs shall be made by the classroom teacher, in consultation with the SST and other staff, as appropriate.

Instructional Day

- L14.6.0 The Instructional Day shall be a maximum of three hundred (300) instructional minutes commencing with the start of opening exercises or the commencement of classes, whichever occurs earlier, and ending with the students' dismissal from school for the day, exclusive of recess, lunch and/or nutrition breaks.
- L14.6.1 Prior to implementation, the Local President will be consulted prior to any change to school timetabling structures.
- L14.6.2 In the event that students are required to be instructed outside of a regular classroom, the Local President will be informed.

Teacher Preparation Time

- L14.7.0 Preparation time shall be used for professional activities as determined by the teacher and shall be scheduled exclusive of morning and afternoon recess, and the lunch interval within the instructional day as defined in L14.6.0
- L14.7.1 One Professional Activity Day shall be designated prior to the first reporting period for the purpose of assessment and completion of report cards. Effective September 2010, two Professional Activity Days shall be designated for the purpose of assessment and completion of report cards. The additional P.A. day shall be scheduled prior to the second reporting period.
- L14.7.2 Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- L14.7.3 For purposes of scheduling preparation time, the Board shall ensure the following:
 - a) Effective September 1, 2008 a minimum of 200 minutes of preparation time shall be scheduled during the Instructional Day as defined in L14.6.0, free from classroom instruction and supervision duties, within each cycle of five instructional days.
 - b) Effective September 1, 2009 a minimum of 210 minutes of preparation time shall be scheduled during the Instructional Day as defined in L14.6.0, time free from classroom instruction and supervision duties, within each cycle of five instructional days.
 - c) Effective September 1, 2010 a minimum of 220 minutes of preparation time shall be scheduled during the Instructional Day as defined in L14.6.0, time free from classroom instruction and supervision duties, within each cycle of five instructional days.
 - d) Effective June 30, 2011, 230 minutes of preparation time shall be scheduled during the Instructional Day as defined in L14.6.0, time free from classroom instruction and supervision duties, within each cycle of five instructional days.
 - e) Effective August 31, 2012, 240 minutes of preparation time shall be scheduled during the Instructional Day as defined in L14.6.0, time free from classroom instruction and supervision duties, within each cycle of five instructional days.
- L14.7.4 Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-2009 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The Board may not use the aggregated additional minutes of preparation to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.

- L14.7.5 Teachers on part-time assignment shall have the amount of preparation time pro-rated as per their teaching assignment.
- L14.7.6 Every reasonable effort shall be made to assign preparation time in periods of not less than thirty (30) minutes; but in any event, in periods of not less than twenty (20) minutes, unless mutually agreed to by the Union and the Board. Where blocks of less than 30 minutes are unavoidable, every reasonable effort will be made to schedule such blocks adjacent to a break period, where no other duties are assigned.
- L14.7.7 Issues arising around the allocation of preparation time shall be referred to the Teacher/Board Relations Committee.
- L14.7.8 No Teacher shall suffer a reduction of their weekly preparation time as a result of duties connected with the administration of, and preparation for, or support for, EQAO or other provincially-mandated grade tests.
- L14.7.9 Further to the above, no Teacher shall suffer a reduction of their weekly preparation time as a result of duties connected with the administration of Board initiated grade tests.

Teacher Preparation Payback

- L14.7.10 Missed preparation time shall only be rescheduled where a Teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.
- L14.7.11 Teachers will be given, at a minimum, next day notice of preparation time payback unless mutually agreed between the Teacher and Principal/Vice-Principal.

In instances where preparation payback was not offered as per the above, (ie. Payback offered to teacher on same day) or could not be paid back prior to the end of the school year, the teacher will be compensated at their grid rate for all outstanding minutes of missed preparation time.

- L14.7.12 The Board shall not combine classes for the sole purpose of providing preparation time. Notwithstanding the above, the Board and Union may agree that models designed to enhance programming through the use of specialist teachers can result in combined classes that provide preparation time for some teachers.

Supervision Duties

- L14.8.0 The Board shall implement the following provisions respecting supervision schedules:
- L14.8.1 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 March 1, 2005 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 March 1, 2005 so long as the amount of such supervision time is less than the amount of supervision time otherwise provided for in this agreement.

- L14.8.2 Effective April 1, 2009, 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.
- L14.8.3 Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.
- L14.8.4 Supervision shall be assigned by the principal on as equitable a basis as possible, in consultation with the Teacher and taking into account the Teacher's preferences.
- L14.8.5 Principals will create a draft supervision schedule and make it available to the staff prior to the first day of school. Alterations to the schedule based on staffing will be made and republished to the staff prior to the Board wide reorganization date. Any school based concerns that can not be resolved at the school level shall be forwarded to the Teacher/Board Relations Committee for resolution.

Staff Meetings

- L14.9.0 Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than seventy- five (75) minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and Board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal, understanding matters relating to staff and student health and safety will be given priority consideration.

Travel Time

- L14.10.0 A Teacher assigned to teach in more than one school shall receive a forty (40) minute uninterrupted lunch as stated in the Education Act, planning time and supervision time on a basis pro-rated to the Teacher's teaching time, in addition to appropriate travel time between schools and mileage as calculated in Article L14.11.0.

Travel Allowances

- L14.11.0 A Teacher, required by the Board to use their own car to travel on official Board business, shall be paid at the regular rate established by Board Procedure, as amended. Those Teachers assigned by the Board and/or Staffing Committee to two or more schools are eligible for travel allowance at the rate as established by Board procedure. Teachers who apply and compete for additional assignments or who receive increased entitlement placements at alternate locations will not be eligible for a travel allowance.
- L14.11.1 Teachers employed at and not residents of Wolfe Island or Amherst Island may claim reimbursement of ferry costs up to a maximum for the school in any one year of the equivalent of two automobile ferry passes.
- L14.11.2 Itinerant Teachers assigned to two or more schools shall receive travel allowance in accordance with Board policy.
- L14.11.3 A Teacher being paid a travel allowance under this article shall be required to carry proper insurance on their car.

- L14.11.4 A Teacher who is transferred by management or is declared surplus according to Article L24, and is assigned to a school that is in excess of fifty kilometres (50 km) from the Teacher's former school and whose residence is greater than 50 km from the new school, will be compensated with a moving/living allowance of one thousand dollars (\$1,000). Such payments will not be made if the Teacher has applied for the position or has placed themselves on the voluntary transfer/exchange list. Such a payment will not be made more than twice during their employment with the Board.
- L14.11.5 Where the Board mandates a Teacher to attend professional development in-servicing, that Teacher shall be reimbursed, at the regular Board mileage rate, the difference in the distance from their home to their regular worksite and their home to the in-service site.
- L14.11.6 Teachers are encouraged to carpool, whenever possible. If arrangements are made by the school administration and/or the Board for bussing, individual claims for mileage will not be approved. All other claims for mileage must be authorized by the Principal or designate.

Teacher Absence

- L14.12.0 The Board shall make every effort to ensure that a Teacher's absence due to illness, mandated professional development, or approved leave under Article L18, shall be covered by a qualified occasional teacher.
- L14.12.1 Where no such qualified occasional teacher is available, the Teacher's absence may be covered by a person designated under Regulation 298, Section 21 of the Education Act, providing such person is able to provide a current, acceptable CPIC.
- L14.12.2 Where after every reasonable attempt has been made to secure such persons has failed, or for absences other than those stipulated in (i) above, classes may be covered internally, where possible by those without full-time classroom responsibilities.

Extra-Curricular Activities

- L14.13.0 Extra-curricular activities are voluntary and the Board agrees not to assign such activities to any Teacher.

Peer Coaching & Mentoring

- L14.14.0 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.

L15.0.0 MEDICAL PROCEDURES

- L15.1.0 No Union member will be required to carry out any medical/physical procedures.
- L15.1.1 The Board recognizes the right of any Union member to refuse to be assigned to administer medication or perform any medical/physical procedures.
- L15.1.2 In the event of a medical emergency, a Union member may perform such procedures as are necessary to the safety and well-being of the child.
- L15.1.3 It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

Furthermore, it shall not be part of the duties or responsibilities of a Teacher to diagnose injuries.

L16.0.0 UNION LEAVE

- L16.1.0 Upon notification to the Board by the President of the bargaining unit, a member or members designated by the Union shall be released from teaching duties for the conducting of Union business. Such leaves shall be with full pay, employee benefits (including OTPP), seniority and teaching experience. Further, such leave shall be without deduction from cumulative sick leave. In all respects, the designated member or members will remain a Teacher with the Board.

Notwithstanding the above, individual members shall not be approved to attend provincial union initiatives/business/professional development for more than fifteen (15) days per school year.

- L16.1.1 Reasonable notice will be given by the President of the bargaining unit to the Board concerning the intention to designate members for Union leave.
- L16.1.2 Reasonable notice will be given by the member of the Bargaining Unit to their school principal\concerning their intention to be absent from their duties as a Teacher for short term Union leave.
- L16.1.3 The bargaining unit shall reimburse the Board for the costs of the replacement teachers arising from such leaves. Reimbursement for long term Union leave shall be for the cost of teachers at Category A3 – Year 0.
- L16.1.4 The total short term leave available to the bargaining unit shall be provided as necessary for each bargaining unit representative for the conducting of union initiatives/business/professional development.
- L16.1.5 Upon return of the Teacher to normal teaching duties, the Board will, where the leave has not exceeded two (2) years, restore that Teacher to the Teacher's former position in the Teacher's former school. In the event the leave exceeds two (2) years, the Board will endeavour to return the Teacher to the Teacher's former position in the Teacher's former school.
- L16.1.6 The Board agrees to provide the Union with the use of Board facilities for meetings and Professional Development functions, subject to availability and prior approval. The Union will pay any direct costs incurred by the Board associated with the use of such facilities.
- L16.1.7 The Board shall pay the proceeds due the Teachers under the Employment Insurance Act (Wage Loss Replacement Plan), to the local Union.

L17.0.0 PREGNANCY AND PARENTAL LEAVE

- L17.1.0 The Employer shall provide for permanent and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than (6) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP). NOTE: The provisions of this clause have been amended from the terms of the Central Agreement with the consent of all parties to reflect the additional top-up provided for in Article L17.2.1 below.

- L17.1.1 Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDLP.
- L17.1.2 The Teacher must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- L17.1.3 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 Christmas breaks etc.). Payment shall be made to the Teacher in accordance with the Board's payroll procedure.
- L17.1.4 Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- L17.1.5 If a Teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.
- L17.1.6 The Board shall not terminate the employment of or lay off a Teacher who is entitled to pregnancy leave under the Employment Standards Act, as amended.
- L17.1.7 Where the actual date of the Teacher's delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of eight weeks following the actual date of her delivery.
- L17.1.8 The Teacher shall give the Board two (2) weeks' notice in writing of the day upon which they intend to commence her leave of absence and furnish the Board with the certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur in their opinion.
- L17.1.9 Subject to Article L17.1.10, a Teacher may with the consent of the Board, shorten the duration of the leave of absence requested.
- L17.1.10 A Teacher may terminate a pregnancy leave and return to work upon providing the Board with four (4) week's written notice of their intention to do so and furnishing the Board with the certificate of a legally qualified medical practitioner stating that they are able to resume their work.
- L17.1.11 A Teacher who intends to resume their employment on the expiration of a leave of absence shall so advise the Superintendent of Human Resources Services in writing and on their return to work the Board shall reinstate the employee to their position or provide them with alternative work of a comparable nature at not less than their wages at the time their leave of absence began and without loss of seniority or benefits accrued to the commencement of the teacher's leave of absence.
- L17.1.12 Notwithstanding Article L17.1.11, it is understood that a Teacher on pregnancy/parental leave or extended pregnancy/parental leave shall be subject to the surplus and redundancy provisions as set out in Article L24.

- L17.1.13 Further to the provision in the Ontario Employment Standards Act, as amended, the Teacher may take extended pregnancy/parental leave, which shall not be longer than three full academic years including the academic year in which the birth or adoption occurs, and accumulate seniority for the period of the extended leave.

The date of return from such leave shall be September 1, January 1, the first day following March Break or an acceptable date determined at the discretion of the Board.

- L17.1.14 After the completion of this extended pregnancy/parental leave, the Teacher shall be assured of a teaching position with the Board, with every effort being made to ensure that the teaching position is comparable to the position previously held at the time the leave commenced. The teacher will provide, prior to April 1, confirmation of the teacher's intention to return in September of the same year or for the second semester in the subsequent year.

- L17.2.0 A Teacher on pregnancy/parental leave as defined under the Ontario Employment Standards Act, as amended, or adoption leave as defined in this Agreement shall continue to be entitled to all rights, benefits, and privileges which the Teacher would have received had the Teacher been in active employment, including but not limited to:

- a) Pregnancy/parental leave with Supplemental Employment Benefits and allowances up to seventeen (17) weeks of pregnancy leave, or up to thirty-five (35) weeks parental leave if the Teacher fulfils the following requirements:
 - i) Submits with the application a medical certificate certifying that they are pregnant and the expected date of the birth of the child (as per the Ontario Employment Standards Act, as amended); or, in the case of adoption, submits proof of receiving the child; or in the case of parental leave, submits an application for child care leave, with two (2) weeks' notice, (subject to the Ontario Employment Standards Act) shall not be unreasonably denied.
 - ii) It is understood that Supplemental Employment Benefits shall be applicable to both pregnancy and parental leave but shall not exceed a total of 17 weeks arising out of a pregnancy or an adoption.
- b) Accumulation of credit for sick leave seniority, and teaching experience. Teaching experience shall only be granted for the seventeen (17) week period of pregnancy leave, and the sixty-one (61) weeks of parental leave (sixty-three (63) weeks if pregnancy leave not taken).
- c) All employee benefits as subscribed to by the Teacher prior to commencing the leave.
- d) If the Board requests a Teacher to take more than seventeen (17) consecutive weeks of pregnancy leave, and/or sixty-one (61) weeks of parental leave, the Board shall do so in writing, and if the Teacher agrees, the Teacher shall receive salaries, allowances, benefits, seniority accumulation and sick leave credits for the period of such extension.
- e) Payments such as guaranteed annual remuneration, deferred remuneration or severance pay are not reduced or increased by payments received under this article.

- L17.2.1 Payments made during the pregnancy/parental leave according to the Supplemental Employment Benefit Plan shall be as follows:

- a) For the remaining eleven (11) weeks of the seventeen (17) week period, whether such weeks occur immediately before or immediately after the birth of the child, the Board shall pay top-up benefits as supplement to the Teacher's weekly employment insurance benefits and sixty (60%) of the weekly teaching wage, calculated as 1/40 of the teacher's annual salary, with no

deduction from sick leave.

- b) Where a Teacher becomes eligible for an annual increment during the period of pregnancy/parental leave, payments under L17.1.0, L17.1.1, and L17.2.1(a) above shall be adjusted accordingly.

L17.3.0 Nothing in this article shall preclude a Teacher from using accumulated sick leave, as outlined in Article C7 of the Central Agreement before the commencement of her pregnancy leave.

Adoption Leave

L17.4.0 Parental leave shall be available to a Teacher who adopts a child, with the terms of Pregnancy/Parental Leave applying but in accordance with the following:

- a) Advance notification shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the Teacher to commence leave immediately when the child becomes available.
- b) This leave period shall be for a period of up to two and one half (2.5) years.
- c) Leave shall be available to a Teacher should their presence be required in the home for pre-adoptive purposes.

L18.0.0 SHORT TERM ABSENCES

Personal/Family Leave

L18.1.0 Personal/Family leave will be granted up to a total of five (5) days per school year as follows:

L18.1.1 Personal leave is not to be used for medical appointments for self (that is sick/medical), routine childcare, interviews for an alternate employer, working for an alternate employer, including engaging in professional learning with an alternate employer, mental health days, (that is sick leave), shopping, hair/personal esthetics.

L18.1.2 Personal leave shall be requested at least five (5) days in advance of the date, except in exceptional and unforeseen circumstances to ensure appropriate coverage.

L18.1.3 Requests for personal leave in excess of 2 consecutive workdays, requires approval from the Superintendent of Human Resources, or designate.

L18.1.4 Where multiple personal leave requests from the same site on a given day result in a shortage of occasional teacher coverage, the Principal or Vice-Principal, in consultation with Human Resources, may deny the leave request. Should this be necessary, personal leave requests approved will be done in order of date submitted. Once a personal leave request has been approved, it will not be cancelled, unless cancelled by the Teacher.

L18.1.5 Personal leave will not be approved adjacent to the December, March, and Easter break periods, unless approved by the Superintendent of Human Resources, or designate.

L18.1.6 Personal leave shall not be granted adjacent to sick leave, unless approved by the Superintendent of Human Resources, or designate.

L18.1.7 Personal leave requests must provide the context for the leave. In extraordinary circumstances where a request does not fit within the approval parameters and the parties are not able to come to agreement, the day(s) may be granted without pay.

- L18.1.8 Where approval by the Superintendent of Human Resources, or designate, is required, or where a day may be granted without pay, the Teacher shall be notified of the decision within three working days of the request for personal leave.
- L18.1.9 Personal leave will not be converted to an unpaid day after the day has been taken provided the request was entered five days in advance.
- L18.1.10 Personal leave is not cumulative.
- L18.1.11 The parties shall meet at 6-month intervals, upon implementation, to review data on personal and sick leave usage. Based on the review, the parties may amend the criteria for personal leave by mutual agreement.

Compassionate/Bereavement Leave

- L18.2.0 Notwithstanding the above, Compassionate/Bereavement leave will be granted at the discretion of the designated Superintendent, in consultation with the principal and such compassionate leave will not be deductible from accumulated sick leave credits.

Parenting Leave

- L18.3.0 Parenting Leave with pay, to a total of five (5) days per school year, may be granted for the birth or adoption of a child. Such leave shall be granted at the discretion of the principal, in consultation with the designated Supervisory Officer, and shall not be deducted from sick leave. It is understood that Teachers who take pregnancy leave are not eligible for this leave.
- L18.3.1 The period of Parenting Leave shall not exceed five (5) teaching days and must be taken within fifty-two (52) weeks of the birth or adoption of the child.
- L18.3.2 All leaves granted under Article L18.3.0 shall be full-time leaves for a full-time teacher or the equivalent for a part-time teacher.

Inclement Weather

- L18.4.0 In the event of extremely severe weather, (e.g. cancellation of bus transportation) or if a public road is not plowed for the day, the Teacher, after consultation with their administrator, may be directed to report to an alternate site, or report to the nearest elementary school, or report late to their school when road conditions permit. There shall be no loss of pay for the Teacher. Such leave is not deducted from accumulated sick leave and shall not unreasonably be denied.

Quarantine

- L18.5.0 Subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of their duties a Teacher is quarantined or otherwise prevented by the medical health authorities from attending to their duties, leave will be granted not deductible from accumulated sick leave credits.

Jury Duty

- L18.6.0 Leave of absence without loss of seniority shall be granted to a Teacher, who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which they are not a party or one of the persons charged, is absent from their teaching position. The Board shall pay such a Teacher the Teacher's regular salary provided the Teacher presents proof of service to the Board. The Teacher shall pay to the Board any fee, exclusive of traveling allowances and living expenses that the Teacher receives as a juror or as a witness.

L19.0.0 LEAVE OF ABSENCE WITHOUT PAY

- L19.1.0 At the discretion of the Board, leave of absence without pay may be granted to a Teacher for a period of one school year with possible annual extension not normally to exceed two additional school years.
- L19.1.1 An application for a leave of absence without pay and/or extension to commence in September must be received by the Superintendent of Human Resources describing the reason for such leave, on or before April 1. Reasons may include professional enrichment, on loan to the D.N.D. or C.U.S.O. for international service, to serve with the Canadian Armed Forces, to serve with a recognized service organization such as Red Cross, Unicef, National Aboriginal Achievement Foundation to accept an assignment as an administrator, or for other than professional enrichment.
- L19.1.2 A Teacher eligible to apply for a leave of absence without pay shall have at least two years of contract elementary teaching experience with the Board.
- L19.1.3 An unpaid leave of absence may be granted under the following conditions:
- a) Salary increments will not be allowed for the time spent on leave except for a teacher on loan to D.N.D. or C.U.S.O. to serve with the Canadian Armed Forces, or a recognized service organization such as, but not limited to, Red Cross, Unicef and National Aboriginal Achievement Foundation, or an administrative assignment who will be eligible, on his or her return, for any salary revision to which they would have been entitled had they not been on leave.
 - b) Salary will not be paid during this leave of absence, except for a Teacher on loan to D.N.D. or C.U.S.O.
 - c) Provided the Teacher undertakes to reimburse the Board for the total premiums, the Board will pay 100% of the required contributions to maintain benefits. This provision will not apply to Teachers on administrative leave, or on loan to C.U.S.O or D.N.D who are provided benefits under the appropriate leave or loan provisions or are maintained in the Board's benefit plans for which they are normally eligible.
 - d) The Teacher shall retain a position with the Board although the position may not be the position the Teacher held before commencement of the leave, except in the case of short term special assignments.
 - e) In the case of short term special assignments, the Board shall place that Teacher in their former position in their former school at the conclusion of the assignment.
 - f) Time spent on a leave of absence without pay shall not count as teaching experience for salary purposes, except for teaching experience in a recognized and accredited elementary school, secondary school, a college or university in Canada or in any other equivalent educational system.
- L19.1.4 A Teacher granted such a leave of absence shall be credited with seniority comparable to the length of the leave.
- L19.1.5 A Teacher granted such a leave of absence shall advise the Board of their intentions for the following September by April 1.
- L19.1.6 All Teachers returning from leave without pay shall be re-enrolled in the benefit plans enrolled prior to the leave of absence, subject to the conditions of the carrier.

- L19.1.7 Teachers who are not in receipt of Long-Term Disability and who remain on unpaid medical leave, with no prognosis of return, in excess of three years shall be granted no further leaves.

L20.0.0 REDUCED TEACHING LOAD

- L20.1.0 Any Teacher wishing a reduced teaching load in a subsequent school year, should normally submit a request to that effect to the Superintendent of Human Resources not later than April 1 prior to the school year for which the change is requested. Requests received at other times will be considered when circumstances warrant. All requests should be supported by a statement covering relevant details and considerations such as the nature of the change and the length of time the change is to be in effect.
- L20.1.1 When the Teacher has accepted a reduction in teaching load in order to facilitate the staffing process, the Teacher may return to their previous entitlement at the original school should a vacancy occur in that school year, provided that written notice of intent to return is given to the Principal and the Superintendent of Human Resources Services within thirty (30) days of the reduction.
- L20.1.2 At the end of a period of reduced teaching load, the Teacher will have the right to return to their previous status with the Board. Normally, a Teacher cannot expect to return to their previous status until the expiration of the time indicated in the above mentioned statement.
- L20.1.3 Should two or more Teachers wish to apply jointly; they may do so subject to the provisions of Article L20.1.0

L21.0.0 SELF-FUNDED LEAVES

- L21.1.0 All provisions of the Self-Funded Leave Plan are in accordance with the Canadian Income Tax Act.
- L21.1.1 This plan is available to a Teacher who wishes to take a leave of absence, with pay, by spreading 'x' years' salary over a 'y' year period. 'x' shall be less than 'y'. 'Y' must not exceed seven (7) years or be less than three (3) years; and the year of leave may only be taken in the final year.
- L21.1.2 Part year leaves of absence may be granted for either term I (September – 97th day) or term II (98th day – end of school year). For leaves commencing term II it is the responsibility of the Teacher going on leave to have report cards completed and approved for sign-off by the Principal by the 97th day.
- There shall be no more than 25 teachers approved for a part year leave at any one time. The cap of twenty-five (25) may be exceeded on a case-by-case basis and additional requests above the cap shall not be unreasonably denied.
- L21.1.3 Throughout the leave period the Teacher may not receive any salary or wages from the employer, other than the deferred salary and the accumulated interest. No money will be paid above the amount actually in the account. The Teacher must return after the period of leave to their employer for a time at least equal to the length of the leave.
- L21.1.4 The parties agree to the implementation of the self-funded leave plan as outlined below.
- L21.1.5 The Union and the Board acknowledge that the granting of such leaves shall be used to reduce the incidence of declaring Teachers surplus, thereby reducing the extent to which the termination of teachers is necessary. The granting of leaves under this program is considered separate from any existing leaves.

- L21.1.6 The Teacher shall assume the responsibility of making himself/herself aware of the implication of the plan related to its effect on a teacher's OTPP provisions and income tax implications.
- L21.1.7 It is strongly recommended that Teachers interested in the x/y plan seriously consider contacting their Union representative and the Superintendent of Business.
- L21.1.8 Applications shall be submitted to Human Resources for review by the Leave Review Committee which shall have equal representation appointed from the Board (2 members) and the Union (2 members).
- L21.1.9 Applications shall be received for consideration by February 1 to begin the program the following September. The granting of such a leave shall be governed by the following criteria:
- a) The Teacher has a permanent position with the Board and has successfully completed the NTIP program or the probationary period.
 - b) The Teacher is unlikely to be declared surplus during the term of the plan.
 - c) The Teacher must declare that, except in the case of unforeseen extenuating circumstances, they intend to serve the Board to the end of the completion of the plan.
 - d) The potential for program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances.
 - e) Such other criteria as considered by the Leave Review Committee to be appropriate in the individual circumstances.
- L21.1.10 All leaves approved by the Leave Review Committee shall be forwarded to the Board for their subsequent approval. Denial by the Board shall not be considered a violation of this Agreement.
- L21.1.11 In the 'y' years of the plan, the Teacher will be paid a fraction of their salary equal to x/y. The remaining portion of the salary, plus allowances, will be accumulated, and this amount plus any interest earned shall be held by the Board to help finance the year/part year of leave. The amount of salary withheld by the Board shall be deposited in a "trust account" for each individual at the time of regular salary payments; such "trust account" will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than on a monthly basis and compounded so as to be at the highest rate paid on the institution's regular "bonus" savings account.
- L21.1.12 A ledger reference of each individual teacher's contribution shall be maintained by the Board. A statement of each teacher's account will be issued at the end of each school year.
- L21.1.13 As of September 1, 2023, all Teachers who enrol in a self-funded leave shall be responsible for the cost of maintaining all employee benefits provided through the ETFO ELHT.
- L21.1.14 A teacher participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year/part year leave not been taken, including credit for one year's/half year seniority.
- L21.1.15 Sick leave credits shall not accumulate during the year/part year spent on leave.
- L21.1.16 OTPP deductions are to be continued as provided by the Teachers' Pension Act and according to the policies of the Teachers' Pension Plan Board during all years that the teacher is participating.

- L21.1.17 A teacher approved for the self-funded leave plan will not be considered for any other type of leave unless the teacher withdraws first from the self-funded leave plan. If a teacher is on a reduced teaching load and wishes to apply for a self-funded leave, they must remain on the reduced teaching load for the duration of the x/y plan.
- L21.1.18 Should a teacher die while participating in the plan, any balance in the teacher's account at the time of death shall be paid to the teacher's estate. Any amount due to the Board shall be an obligation of the teacher's estate and binding upon the teacher's heirs, executors or administrators.
- L21.1.19 All teachers wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
- L21.1.20 Income tax shall be deducted on the actual amounts received by the teacher during each of the years of the plan, subject to the income tax regulations in effect at that time.
- L21.1.21 During the self-funded leave year, the teacher may engage in such plans of education and employment as they choose, except that they may not be employed by the Board in any capacity.
- L21.1.22 Upon the return of a teacher from a self-funded leave, the Board shall place that teacher in their former position in their former school. Only if that teacher is declared surplus in the year of return will the Article of this Collective Agreement having to do with the placement of teachers who are surplus or redundant to the needs of the system be applied.
- L21.1.23 The financial aspects of this Section shall be administered by the Superintendent of Business.
- L21.1.24 If a teacher wishes to change the year of leave or withdraw from a scheduled x/y leave, they must notify the Superintendent of Human Resources, or designate, by April 1 for those leaves scheduled to start September 1 and October 31 for those leaves scheduled to start in January or Term 2. Notwithstanding the aforementioned, where extraordinary and/or unavoidable circumstances arise, a teacher may be permitted to withdraw from the plan after April 1 or October 31. Upon withdrawal, any monies accumulated plus interest due and payable shall be repaid immediately upon notification of their desire to leave the plan.
- L21.1.25 During the period prior to the leave, the teacher shall be entitled to the same benefits, allowances, pregnancy/parental leave, sick leave, teaching experience credit and seniority as when not entitled to the plan.
- L21.1.26 Long term disability coverage shall be based on the salary the teacher would have received had there not been a leave.

L22.0.0 TEACHER EXCHANGE OUTSIDE THE BOARD

- L22.1.0 The number of teachers who may seek to participate in a teacher exchange in any one year shall be limited to not more than half of one percent of the elementary staff.
- L22.1.1 Applications to seek an exchange shall be submitted by November 15 to the Superintendent of Human Resources for approval.
- L22.1.2 It is agreed that teacher exchanges will be between teachers with similar teaching assignments.

- L22.1.3 The applicant shall agree to return to the service of the Board for at least one year following the year of exchange.
- L22.1.4 A teacher exchange outside the Board will normally be for a one-year period. Requests for additional exchange time will be dealt with by the Board on an individual basis.

L23.0.0 SENIORITY

- L23.1.0 Seniority for teachers in the employ of the Board on June 30, 1998, shall be determined by the teacher's seniority on the appropriate predecessor Board's seniority list.
- L23.1.1 For teachers hired on or after September 1, 1998, seniority shall be determined by length of continuous employment as an elementary teacher with the Board.
- L23.1.2 After September 1, 1998, seniority shall accrue in accordance with this subsection.
- L23.1.3 Full seniority equivalent to a maximum of one year shall be granted for each year of a Board approved leave, a secondment, or an exchange.
- L23.1.4 A Teacher employed during a full school year on a half time basis or greater shall be credited with one full year's service for seniority purposes only.
- L23.1.5 A Teacher employed during a full school year on less than a half time basis shall be credited with one half year's service for seniority purposes only.
- L23.1.6 A Teacher employed for less than a full school year shall be credited with seniority in the same proportion as the number of days worked bears to the number of days in the school year.
- L23.1.7 Seniority shall be lost in the event of resignation, dismissal for cause or when an employee remains redundant for a period longer than 2 years.
- L23.1.8 The seniority list shall consist of the names of the teachers in decreasing order of years of continuous employment with the Board:
 - a) Where teachers have the same length of continuous employment with the Board from the effective date of employment, the order on the list shall be decided upon the basis of previous elementary teaching employment with the Board, other than casual occasional teaching; then,
 - b) By random selection.

Publication and Updating of the Seniority List

- L23.2.0 It is the responsibility of each teacher to ensure that the Board is furnished with all the necessary teaching and/or supplementary documentation as required to enable the Board to publish a seniority list each school year.
- L23.2.1 On or before March 1, a master seniority list shall be provided electronically to elementary teachers and the Local President. The list shall depict the seniority status of each teacher covered by the Collective Agreement in accordance with L23.2.0 through L23.2.4.
- L23.2.2 Should a teacher question the accuracy of their relative seniority status or the documentation used to determine their relative seniority status as depicted on the seniority list, the teacher shall notify

the local Union and the Board in writing to this effect. The parties and the teacher shall meet within five school days after the Board receives any such written notification to resolve the matter.

- L23.2.3 Any discrepancies in seniority must be brought to the attention of Human Resources Services by April 15 of each year otherwise the list is deemed accurate for that year and shall not be subject to future challenge.
- L23.2.4 Nothing in this agreement shall prohibit the publication of amendments to the seniority list as required and agreed upon by the Board and the local Union.

L24.0.0 STAFFING & EMPLOYMENT STABILITY

Elementary Staffing Process

- L24.1.0 All staffing will continue to be governed by the Elementary Staffing Process, which is available at each worksite. This document shall not be modified without the mutual consent of the Union and the Board.

Statement of Intent

- L24.2.0 The Board and the Teachers recognize the complexity of dealing fairly with teachers who may be surplus to a school or who may become surplus in a designated program because of declining enrolment, provincial regulatory or funding changes and/or transportation changes. It is therefore agreed that the teachers and the Board may reopen Article L24.0 for negotiation any time during the duration of this agreement at the request of either party.
- L24.2.1 Wherever possible, it is the intention of the Board not to declare redundant to the needs of the system any teacher who has a permanent position with the Board.

Joint Elementary Staffing Committee

- L24.3.0 A Joint Elementary Staffing Review Committee shall be established and maintained from year to year to review the staffing requirements of the elementary system, to review the allocation of teachers to each elementary school, and to discuss issues that may arise at any time regarding elementary staffing. The committee shall meet at the request of either party.
- L24.3.1 The Committee shall be composed of the following:
- The President of the ETFO Limestone Local
 - The 1st Vice President or designate of the ETFO Limestone Local
 - The Superintendent of Human Resources Services
 - A Board representative as designated by the Board

School Staffing Committee

- L24.4.0 An administrative unit shall be defined as school, twinned or clustered schools, or a school and its annexes, as defined in the Education Act, as amended.
- L24.4.1 A school staffing committee shall consist of at least two members of the staff, as selected by the teachers, in addition to the school steward and the administrative team of each administrative unit. The committee will be established at the beginning of the school year. The school staffing committee will advise the principal in the staffing and organization of the school. However, it is clearly understood that, as stated in the Education Act, as amended, and the regulations thereunder, it is the

duty and sole discretion of the principal to recommend to the appropriate supervisory officer and the Board, the appointment of teachers and the organization of the school.

- L24.4.2 Teachers shall have the opportunity to identify their preferred assignment for the next school year. Teacher preferences shall be submitted to the Principal by mid-April of each year and the Principal will consider Teacher preferences prior to finalizing teacher assignments in the spring for September, subject to actual enrollment numbers.
- L24.4.3 The school staffing committee shall develop and propose a tentative staffing model for consideration and input at a meeting of the full staff. The school staffing committee will explore alternatives to minimize the number of split/multi grade classes and their impact.
- L24.4.4 It shall be the responsibility of the principal of the administrative unit to report the recommendations of the school staffing committee and to make recommendations concerning staffing to the Superintendent of Human Resources Services.

School to Community Staffing Committee

- L24.5.0 A School to Community Staffing Committee will be set up which will consist of the Principal of Educational Services, Special Education Program Coordinator, a Union representative, and two staff members teaching in elementary School to Community Programs. The Staffing Committee shall develop and propose a staffing model each year for consideration at a full staff meeting of the School to Community program staff.

Definition of Surplus Teacher

- L24.6.0 "Surplus teacher" shall mean a teacher for whom no position will be available within the school in which that teacher is presently teaching.

Definition of Redundant Teacher

- L24.7.0 "Redundant teacher" shall mean a teacher for whom no position is available within the jurisdiction of the Board.

Procedures for the Identification and Placement of a Teacher Who is Surplus to a School and a Teacher Returning to the Classroom from a Leave or Other Position

- L24.8.0 The official Board-wide projected enrolment for each school shall be determined by March 30th of each school year. A copy shall be provided to the Joint Elementary Staffing Committee forthwith.
- L24.8.1 The staffing needs of each school for the following September shall be determined in relation to enrolment projections and required qualifications under The Education Act, as amended, the regulations made thereunder, the College of Teachers' Act and in accordance with this Collective Agreement.
- L24.8.2 Following the approval of staffing needs by the Superintendent of Human Resources, a teacher or teachers may appear to be surplus to the needs of a particular administrative unit or redundant to the needs of the system.
- L24.8.3 If the total number of teachers employed exceeds the total number required for the following school year, then the number in excess is the number of teachers that may be declared redundant to the system.

- L24.8.4 The names corresponding to the maximum number of teachers as per L24.8.3 who may be declared redundant shall be listed in order of seniority, in accordance with Article L23. A copy of the said list is to be forwarded to the President of the Local.
- L24.8.5 A teacher in a school who may be declared a surplus teacher is determined by the following criteria:
- a) The teacher at the school with the least seniority on the Board seniority list shall be the teacher declared surplus at the school.
 - b) Notwithstanding a), in those cases where the program needs of the school may only be met through the inclusion of a position which requires qualifications beyond the Ontario Teachers' Certificate, a teacher must hold qualifications acceptable to the Minister of Education and Training to hold the position.
- L24.8.6 A Teacher returning to a teaching position after a leave of absence due to illness that extends beyond 2 years shall be considered as a return to the system, and not to the position and/or school from which they left on medical leave including LTD.
- A Teacher returning to a teaching position after a leave of absence due to illness before 2 years of absence shall be returned to their former position in their former school before they began their leave or were approved for LTD, whichever is later.
- L24.8.7 The Principal shall, following reorganization, identify those staff members surplus to the projected needs of their school and forward such names to the Superintendent of Human Resources by the second Thursday in May. Should a subsequent vacancy occur in the school where a teacher is declared surplus, that teacher has the right to return to the original school provided that notice of intent to return is given to the Principal and the appropriate Superintendent, and the Superintendent of Human Resources within thirty (30) days of being declared surplus. The return must occur within the first two (2) weeks of the school year.
- L24.8.8 Vacancies as they occur shall be posted under the terms of Article L24.11.
- Nothing in this section shall deny the right of any teacher seeking to transfer to apply for a posted position nor the right of the Board under Article 5 to effect such a transfer. Neither shall this section negate the right of the Board to effect a transfer at any time in the interests of school programs. As far as is possible a round of transfers will be effected before surplus teachers and those returning from leaves of absence are placed.
- L24.8.9 Following a round of transfers, the Superintendent of Human Resources shall notify all surplus teachers and as far as possible, those returning from leaves of absence, or from PAR, SST positions, or other Board positions, of vacancies within the system.
- L24.8.10 If the total number of teachers employed is less than the total number required, there will be a round of internal apply and compete postings for teachers, including those wanting to increase teaching entitlement.
- L24.8.11 Notwithstanding the above processes, a teacher, principal, the Union or the Board may make a request at any time to the Superintendent of Human Resources for a Superintendent Facilitated Transfer for teachers where the regular mobility processes of exchange, transfer, placement and posting have not been successful or are not applicable.

Procedure for the Placement of Redundant Teachers

- L24.9.0 The Superintendent of Human Resources shall notify in writing, by registered mail, on or before June 15, those teachers who are without positions for the following September, and for whom no positions appear to be available.
- L24.9.1 This written notice will incorporate or be accompanied by a formal statement from the Board which indicates that the position has been terminated because of redundancy and that a letter of recommendation may be requested.
- L24.9.2 Any permanent teacher in L24.9 shall be retained on a redundancy list for a period of two years from the date of being declared redundant.
- L24.9.3 A redundant teacher will be assigned according to his or her position on the seniority list.
- L24.9.4 A permanent teacher on the redundancy list (L24.9) with the Board shall be the first to be assigned to fill vacant positions for which they are qualified or make a written commitment to become qualified within a reasonable period of time.
- L24.9.5 When no vacancies exist, assignment of a qualified permanent teacher to a position held by a probationary teacher will be made according to the seniority list.
- L24.9.6 If the above situations cannot be implemented, Section L24.10 shall apply.

Options for a Redundant Teacher

- L24.10 A redundant permanent teacher shall have the following options:
- a) To resign and receive a severance allowance of 5.15% of that teacher's final annual basic salary for each year of teaching experience with the Board.
 - b) To take a leave of absence (Article L19) during which the teacher will be placed on the list of elementary occasional teachers at the first available opportunity.
 - c) To take a leave of absence for one year, after which the teacher may resign and be paid a severance allowance as in i) above.
- NOTE:** A teacher who chooses to take a leave of absence shall be given an opportunity to ask for and be placed in any available position provided that teacher indicates in writing to the Superintendent of Human Resources that they intend to be available during that academic year.
- d) All such options are subject to the Board's receiving written notification from each redundant teacher as to the option selected. Such notice is to be received by the Board prior to September 1 in the calendar year in which they are declared redundant.
- L24.10.1 A teacher on the redundancy list shall be permitted one refusal of recall. A teacher on the redundancy list who refuses to accept a subsequent offer of a teaching position at the teacher's entitlement for which the teacher is qualified will have their employment terminated.
- L24.10.2 No new teacher is to be hired into the system until all teachers' names on the redundancy list have been dealt with under the terms of Article L19.
- L24.10.3 Any teacher who is re-employed within two years shall be deemed to have been employed continuously, but the period when not teaching for this Board shall not be counted as part of teaching service for purposes of seniority.

Advertising of Positions

- L24.11.0 It is agreed that when a vacancy occurs during the school year for any position or a new position is created which is to be filled by a member of ETFO, it shall be posted on the Board's Applicant Tracking System for a period of five (5) school days. All postings shall be emailed to the Local President.
- L24.11.1 Any permanent or probationary teacher, part-time or full-time, employed by the Board during the period of advertising, may apply for the position.
- L24.11.2 Teachers who are unsuccessful in the hiring process may request a debriefing in order to assist them in preparing for future opportunities.

Notice to Union

- L24.12.0 For any posted position, the Federation will be provided the Principal's Recommendation Form, which shall minimally include the name of the successful candidate as well as the members of the interview team.

Increased Entitlement to Teaching Time

- L24.13.0 Part-time teachers must notify Human Resources in writing if they wish to increase their entitlement for the following school year by April 1.
- L24.13.1 Part-time teachers may apply for all posted vacant positions. Subject to Article L24.13 above, a part-time teacher with a .5 position or more, shall be permitted to increase to full-time, according to Ministry of Education qualifications and seniority, before any new teachers from outside the system are hired.
- L24.13.2 The Board may hire externally once all part-time teachers with less than .5 positions, who have requested increased entitlement, are given due consideration.

L25.0.0 CATEGORY PLACEMENT

- L25.1.0 The placement of teachers in their respective groups shall be determined in accordance with the current QECO Evaluation Program. These evaluation statements are the only statements acceptable for the verification of placement.
- L25.1.2 Each teacher newly hired and any teacher seeking a category change shall obtain a statement of category placement from the Qualifications Evaluation Council of Ontario. This statement shall clearly indicate the Q.E.C.O. program used to provide the evaluation.
- L25.1.3 A newly hired teacher shall be placed in Category A1 pending receipt of the statement of category placement from Q.E.C.O. Upon receipt of the statement of category placement, the salary of this teacher shall be adjusted retroactively to reflect proper category placement from time of hire, or five months prior to the date of receipt, whichever is later.
- L25.1.4 Notwithstanding the above, a teacher teaching on a letter of permission or a teacher who does not hold an undergraduate degree shall be placed in Category A.
- L25.1.5 Changes in qualifications which result in a teacher being placed in a higher category shall be effective September 1st, provided the course of study is completed prior to September 1st, and provided the teacher notifies Human Resources that they have completed the course and have made application to Q.E.C.O.

- L25.1.6 When such evidence is submitted later than December 31st, adjustment shall be made as of the date such evidence is received by the Superintendent of Human Resources.
- L25.1.7 Changes in qualification which result in a teacher being placed in a higher category shall be effective on January 1, provided the course of study is completed between September 1 and December 31st of the preceding year and provided the teacher notifies Human Resources that they have completed the course and have made application to Q.E.C.O. on or before April 30th of the current year.
- L25.1.8 When such evidence is submitted later than April 30, adjustment shall be made as of the date such evidence is received by the Superintendent of Human Resources.
- L25.1.9 Changes in qualifications which result in a teacher being placed in a higher category for courses completed between January 1st and June 30th shall be effective from the first day of the month following the completion of the course provided the Superintendent of Human Resources receives written documentation regarding the date of course completion and provided the teacher notifies Human Resources that they have made application to Q.E.C.O. on or before August 31 of the current year. When such evidence is submitted later than August 31, the salary adjustment shall be made in accordance with Article L25.1.5.
- L25.1.10 In any case where a teacher through no personal fault cannot provide the Superintendent of Human Resources with acceptable proof before the above mentioned dates of December 31 or April 30 respectively, the retroactive adjustment shall be protected provided the teacher notifies the Superintendent of Human Resources of the new qualifications and provides evidence of reasonable written attempts to obtain the necessary certification documentation to establish the new category, to the Superintendent of Human Resources before December 31 or April 30 respectively. Such salary adjustment shall be withheld until acceptable proof is furnished to the Superintendent of Human Resources by the Teacher; and in no case shall this adjustment be protected beyond August 31.

L26.0.0 IMPLEMENTATION OF SALARY CATEGORY AND PAYMENT

- L26.1.0 No teacher shall be paid a salary or allowance other than that being paid to an incumbent member of staff having the same qualifications as defined in L25.1.0 and having the same agreed experience and responsibility.
- L26.1.1 Upon appointment within the category maximum, allowances will be made for each full year's teaching experience. Allowances for experience will be as follows:
- a) For teaching experience, including casual occasional teaching experience, in elementary or secondary schools, in a provincially, publicly funded education system - 100%, all to be agreed within five (5) months of date of hire.
 - b) Teaching experience in a College or University in Ontario, any other accredited publicly funded system or private school system, or in the case of a non-English speaking system where a teacher can demonstrate fluency in English, shall be fully recognized for salary purposes up to the maximum of the category, to be agreed within five (5) months of date of hire.
- L26.1.2 A Limestone District School Board Occasional Teacher who has been hired as an Elementary Contract Teacher shall not be placed in a grid step lower than their most recent paid Limestone LTO assignment.
- L26.1.3 When a teacher is hired and is not at maximum of a category, the teacher will be given full recognition for years of teaching experience, expressed to the nearest hundredth. For teachers

who have worked part-time assignments, years of experience will be calculated on the basis of a ten-month school year, adjusted to the nearest month.

E.g. Four (4) months of school year X 0.5 assignment = two (2) months teaching experience.

- L26.1.4 Where the calculation of teaching experience results in partial years and for the purposes of grid placement, fractional years of .5 or greater shall be rounded up to the nearest year and fractional years of less than .5 shall be rounded down to the nearest year.
- L26.1.5 In the event that the Board creates a new teaching position to which the terms and conditions of this Collective Agreement shall apply, the Board shall notify the negotiating committee of the bargaining unit. The negotiating committee of the Board, along with the negotiating committee of the bargaining unit, shall negotiate and reach an agreement on the total salary before the appointment is made. When the total salary has been agreed upon, this Collective Agreement shall be accordingly amended in writing.
- L26.1.6 A teacher shall have his or her salary determined by the following formula:
- $$\frac{\text{The number of school days taught by the Teacher}}{\text{The number of school days in the school year}} \times \text{The full-time salary for that teacher in that school year}$$
- L26.1.7 All calculations of payment for a teacher will be on the basis of the school year as designated in regulation by the Minister of Education and Training and adopted by the Board.
- L26.1.8 Teachers shall be paid their annual salary entitlement in twenty-six (26), or twenty-seven (27) as the case may be, equal bi-weekly installments between September 1 and August 31 of the school year.
- L26.1.9 A part-time teacher shall be paid at a rate of salary for their category and appropriate allowances prorated in the same ratio as the part-time employment bears to full-time employment.
- L26.1.10 In the event that a teacher retires to pension, any unpaid salary balance owing the teacher is payable on or before the last teaching day of June or at the time of leaving the employ of the Board, whichever is earlier.
- L26.1.11 The salary for a teacher entitled to a responsibility allowance shall be the annual salary rate in accordance with the appropriate basic salary schedule, plus an additional amount in accordance with the allowance for the position of responsibility.
- L26.1.12 When a teacher has been appointed by the Board to a position of responsibility on a temporary basis and continues for longer than one month, the teacher shall be paid the appropriate responsibility allowance retroactive to the date of commencement.

L27.0.0 SALARY GRIDS**September 1, 2022:**

<i>Step</i>	<i>Cat A</i>	<i>Cat A1</i>	<i>Cat A2</i>	<i>Cat A3</i>	<i>Cat A4</i>
0	\$51,275	\$53,874	\$55,742	\$60,202	\$62,657
1	\$54,376	\$57,197	\$59,192	\$63,543	\$64,954
2	\$57,371	\$60,514	\$62,657	\$67,154	\$70,145
3	\$60,491	\$63,840	\$66,191	\$70,809	\$74,050
4	\$63,571	\$67,179	\$69,580	\$74,440	\$77,931
5	\$66,627	\$70,447	\$73,129	\$78,120	\$81,861
6	\$69,652	\$73,770	\$76,616	\$81,755	\$85,722
7	\$72,725	\$77,070	\$80,056	\$85,411	\$89,603
8	\$75,805	\$80,411	\$83,553	\$89,067	\$93,506
9	\$78,847	\$83,697	\$87,036	\$92,678	\$97,431
10	\$84,094	\$87,001	\$90,489	\$96,901	\$101,873
11	\$90,365	\$90,365	\$93,997	\$104,609	\$110,609

September 1, 2023:

<i>Step</i>	<i>Cat A</i>	<i>Cat A1</i>	<i>Cat A2</i>	<i>Cat A3</i>	<i>Cat A4</i>
0	\$52,813	\$55,490	\$57,414	\$62,008	\$64,537
1	\$56,007	\$58,913	\$60,968	\$65,449	\$66,903
2	\$59,092	\$62,329	\$64,537	\$69,169	\$72,249
3	\$62,306	\$65,755	\$68,177	\$72,933	\$76,272
4	\$65,478	\$69,194	\$71,667	\$76,673	\$80,269
5	\$68,626	\$72,560	\$75,323	\$80,464	\$84,317
6	\$71,742	\$75,983	\$78,914	\$84,208	\$88,294
7	\$74,907	\$79,382	\$82,458	\$87,973	\$92,291
8	\$78,079	\$82,823	\$86,060	\$91,739	\$96,311
9	\$81,212	\$86,208	\$89,647	\$95,458	\$100,354
10	\$86,617	\$89,611	\$93,204	\$99,826	\$104,929
11	\$93,076	\$93,076	\$96,817	\$107,747	\$113,927

September 1, 2024:

<i>Step</i>	<i>Cat A</i>	<i>Cat A1</i>	<i>Cat A2</i>	<i>Cat A3</i>	<i>Cat A4</i>
0	\$54,265	\$57,016	\$58,993	\$63,712	\$66,312
1	\$57,547	\$60,533	\$62,645	\$67,249	\$68,743
2	\$60,717	\$64,043	\$66,312	\$71,071	\$74,236
3	\$64,019	\$67,563	\$70,052	\$74,939	\$78,369
4	\$67,279	\$71,097	\$73,638	\$78,782	\$82,476
5	\$70,513	\$74,555	\$77,394	\$82,677	\$86,636
6	\$73,715	\$78,073	\$81,084	\$86,524	\$90,722
7	\$76,967	\$81,565	\$84,726	\$90,392	\$94,829
8	\$80,226	\$85,101	\$88,472	\$94,262	\$98,960
9	\$83,445	\$88,579	\$92,112	\$98,083	\$103,114
10	\$88,999	\$92,075	\$95,767	\$102,571	\$107,815
11	\$95,636	\$95,636	\$99,479	\$110,710	\$117,060

September 1, 2025:

<i>Step</i>	<i>Cat A</i>	<i>Cat A1</i>	<i>Cat A2</i>	<i>Cat A3</i>	<i>Cat A4</i>
0	\$55,622	\$58,441	\$60,468	\$65,306	\$67,970
1	\$58,986	\$62,046	\$64,211	\$68,930	\$70,462
2	\$62,235	\$65,644	\$67,970	\$72,848	\$76,092
3	\$64,619	\$69,252	\$71,803	\$76,812	\$80,328
4	\$68,961	\$72,874	\$75,479	\$80,752	\$84,538
5	\$72,276	\$76,419	\$79,329	\$84,744	\$88,802
6	\$75,558	\$80,025	\$83,111	\$88,687	\$92,990
7	\$78,891	\$83,604	\$86,844	\$92,652	\$97,200
8	\$82,232	\$87,229	\$90,638	\$96,619	\$101,437
9	\$84,531	\$90,793	\$94,415	\$100,535	\$105,692
10	\$91,224	\$94,377	\$98,191	\$105,135	\$110,510
11	\$98,027	\$98,027	\$101,966	\$113,478	\$119,987

L28.0.0 ALLOWANCES FOR POSITIONS OF RESPONSIBILITY**Consultants, Coordinators and Resource Teachers**

L28.1.0 Consultants and Resource Teacher Allowances will be as follows:

- a) Full-time Consultants and Coordinators shall receive \$4,736 Sept. 1, 2019 and \$4,783 Sept. 1, 2020 and \$4831.00 on September 1, 2021 in addition to their teaching salary; and,
- b) Resource Teachers shall receive \$923.00 Sept. 1, 2019, \$932.00 Sept. 1, 2020 and \$941.00 on the Sep 1, 2021 in addition to their teaching salary.

L28.1.1 Allowances shall be prorated for part-time consultants, coordinators and resource teachers, with the exception of those in these roles prior to August 31, 2005, whose current allowances shall be maintained at the rate as of August 31, 2005.

Head Teachers

L28.2.0 The Head Teacher in small, separated school buildings of more than one room, which are administratively parts of larger units, shall receive an allowance of \$361.00 Sept. 1, 2019, \$365.00 Sept. 1, 2020 and \$369.00 on September 1, 2021 per class.

Teacher In Charge

L28.3.0 A teacher who consents to be the Teacher in Charge shall be paid \$41.62 per day when the Principal and the Vice-Principal are absent for ½ day or more. Percent increases to the daily rate for Teacher in Charge shall align with percentage increases to Teacher salary grids.

L28.3.1 It is understood that the Teacher in Charge shall not evaluate or discipline any member of the Bargaining Unit.

Allowances for Positions of Responsibility

	September 2019	September 2020	September 2021
Consultants and Coordinators	\$4736.00	\$4783.00	\$4831.00
Resource Teachers	\$923.00	\$932.00	\$941.00
Head Teacher	\$361.00	\$365.00	\$369.00

L29.00 GRANDFATHERED GRATUITY/RETIREMENT BENEFIT PLANS (FORMERLY ARTICLE 23)

L29.1.0 In the case of a Teacher grand parented under section L30.2.0 and L30.3.0 of this article, an additional 20 noncumulative days will be granted in each of the last three years before retirement to a teacher who was accumulated the maximum number allowable under paragraph iii) [i.e. 200 days] so that the teacher will have available 40 days of sick leave in each of those years to protect their retirement gratuity. The accumulated sick leave bank will be adjusted retroactively, if necessary, to accommodate this provision when the teacher decides to retire.

Former Frontenac County Board of Education as at December 31, 1997

L29.2.0 A regular teacher who was employed by the Frontenac County Board of Education prior to September 1, 1981, and who has been in the continuous service of the Board for ten years immediately prior to retirement shall, upon his/her retirement because of age, illness, or on pension, be paid a gratuity in an amount calculated by the formula –

$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \text{Yearly Salary Rate at Date of Retirement}$$

Note: In the event a teacher retires from teaching at the conclusion of participating in the position-sharing scheme (under The Revised Teachers' Pension Act, 1983), as a volunteering teacher, any retirement gratuity payment for which the teacher is eligible shall be calculated at the rate of salary to which the teacher was entitled if they had not volunteered to position- share. Approval will be granted on a cost-effective basis.

L29.2.1 In the event of the death of a regular teacher, who is eligible to receive a retirement gratuity in accordance with L30.2, the Board shall pay to the deceased estate the amount of the gratuity.

Former Lennox and Addington Board of Education as at December 31, 1997

L29.3.0 A teacher who was under contract as a teacher with the Board on June 30, 1976, shall be entitled to a sick leave credit gratuity provided the teacher meets any of the following conditions:

- a) Retires having reached the age of 55 and is eligible to receive benefits under the Teachers' Pension Plan.
- b) Retires from the profession or resigns to accept employment with another employer other than another Board that has also established a sick leave credit plan, after ten years of service with the Board or its predecessor Boards, provided that the teacher has not previously received a Retirement Gratuity from the Board.

L29.3.1 A teacher shall not be entitled to a retirement gratuity who:

- a) Resigns for any reason but who does not intend to retire from the profession.
- b) Resigns at the request of the Board to avoid dismissal for cause.

L29.3.2 Continuous service in Articles L23.6.3 and L23.6.4 shall mean uninterrupted employment with the Board or its predecessor Boards and includes any leaves of absence for maternity or other reasons granted by the Board and its predecessors but the periods of leave shall not be counted as part of the service.

L29.3.3 The Retirement Gratuity referred to above shall be calculated as follows:

Number of Years of Continuous Service	Accumulated Days Sick Leave Credit	$\frac{1}{2}$ Annual Salary of
--	---------------------------------------	-----------------------------------

$$\frac{(\text{min. } 10, \text{ max. } 15)}{15} \times \frac{(\text{max. } 200)}{200} \times \text{Teacher}$$

But in no case shall the gratuity exceed half (½) a year's salary.

- L29.3.4 A teacher employed by the Board whose contract of employment comes into effect after June 30, 1976 but prior to August 31, 1980 shall be entitled to a sick leave credit gratuity upon retirement to receive a pension from the Teachers' Pension Plan which gratuity is to be calculated as follows:

Number of Years of Continuous	Accumulated Days	½ Annual
Service with the Board in	Sick Leave Credit	Salary of
<u>Excess of 10 (max. 20)</u>	X <u>(max. 200)</u>	X <u>Teacher</u>
20	200	

But in no case shall the gratuity exceed half (½) a year's salary.

- L29.3.5 In the event of the death of a permanent teacher with the Board, who is eligible to receive a sick leave gratuity in accordance with L30.3.0, the Board shall pay to the deceased's estate a sum calculated in accordance with Articles L30.3.3 or L30.3.4 whichever is applicable.
- L29.3.6 In the event of the death of a teacher who has retired but who has not yet received the gratuity to which the teacher is entitled under Article L30.3.0, the Board shall pay to the deceased's estate the amount of the gratuity.

Retirement Benefit Plan

- L29.4.0 The Board agrees to fund a retirement benefit plan for Elementary Teachers of the Limestone District School Board who are not eligible for a Retirement Gratuity under the current collective agreement.
- L29.4.1 The deadline for application shall be May 31 of the year in which a teacher retires.
- L29.4.2 The maximum amount paid to each eligible teacher upon retirement will be pro-rated for part-time teachers in the same ratio as part-time entitlement bears to full-time entitlement.
- L29.4.3 In order to be eligible for the benefit, the teacher must:
- Be a regular teacher who has been in the continuous service of the Board (or its predecessor Boards) for twelve years immediately prior to retirement; and,
 - Be retiring to receive an immediate pension from the Teacher's Pension Plan.
- For greater clarity, length of service in years for calculation of the retirement benefit shall include all Board approved leaves where the Teacher was not otherwise gainfully employed.
- L29.4.4 A teacher who is terminated for just cause or who resigns from the Board prior to retirement shall not be eligible to receive the retirement benefit.
- L29.4.5 The Board agrees to contribute the following amounts for the purposes of funding the retirement benefit:

2008 – 2009 One hundred fifty-three thousand (\$153,000)
 2009 – 2010 One hundred fifty-six thousand and sixty (\$156,060)
 2010 – 2011 Two hundred thousand (\$200,000)
 2011 – 2012 Two hundred fifty thousand (\$250,000)

By August 31, 2012, the Board will allocate in the 2012-2013 budget a contribution of three hundred twenty-five thousand dollars (\$325,000).

L29.4.6 Should the total amount of actual retirement benefits to be paid in a given year be less than the designated fund available for that year, the excess funds shall be carried forward to the following year.

L29.4.7 The retirement benefit shall be calculated as follows:

$$\frac{\text{Accumulated Sick Leave}}{200} \times \text{Years of Service Factor} \times \$13,181$$

The Years of Service Factor in this part shall be:

<u>Length of Service in Years</u>	<u>Years of Service Factor</u>
17 Years	100%
16 Years	80%
15 Years	60%
14 Years	45%
13 Years	30%
12 Years	15%

The above \$13,181 shall be increased annually on the following terms:

2008 - 2009	\$13,445
2009 - 2010	\$13,714
2010 - 2011	\$18,000
2011 - 2012	\$18,540
2012 - 2013	\$21,000

Administration

L29.5.0 The administration of the plan shall be vested in the Superintendent of Business.

L29.5.1 The Superintendent of Business shall have the power to do and perform all things necessary for the conducting of the sick leave credit plan, including the power, subject to the right of appeal by a teacher under the grievance arbitration procedures set out in Article 13, to allow or disallow any sick leave credits or deductions therefrom under the plan.

L29.5.2 The Superintendent of Business shall keep registers which will record the cumulative credits and deductions.

- L29.5.3 In all cases of prolonged illness, a certificate from a qualified medical practitioner, certifying to the illness of the teacher, may be required monthly before any payment of salary for the accumulated sick leave is made. The certificate will be at the cost of the Board.
- L29.5.4 The Board may, at any time, request a teacher to submit a certificate of health signed by a duly qualified medical practitioner. The cost of the certificate will be borne by the Board.
- L29.5.5 A teacher whose absence from work is properly accounted for under the terms of this plan shall not have deductions for such absence made from his/her salary. In all other cases, a deduction from salary, in proportion to the time lost, may be made.

Redundancy Letter Template

Insert Date

Insert Name

School

Dear :

It is with sincere regret that this letter is provided to you giving notice that your teaching position is being declared redundant to the needs of the system for the 20XX-20XX school year. As you may be aware, a number of factors have had an impact on staffing numbers for the current and upcoming school year. Given the situation, your seniority has made you vulnerable to lay-off and due to contractual obligation, the Board must notify teachers who are redundant to the needs of the system by June 15, 20XX. Please be assured that this outcome is no way a reflection of your competency as a teacher.

We are in the process of staffing our schools and will continue to do so over the next few weeks and over the summer, as required. The Elementary Staffing Committee will be following the staffing process as is outlined in Article L24 of the Collective Agreement between The Limestone District School Board and The Elementary Teachers Federation of Ontario, Limestone Local (ETFO). This process begins a round of transfers and job postings followed by placement of surplus and returning from leave teachers. Following this, teachers from the Redundancy List will be placed according to Article L24 of the Collective Agreement. Although it is our hope to be able to return some of our redundant teachers to either contract or LTO assignments, please be aware that as staffing progresses, if you remain redundant as of September 1, 20XX, the options as per Article L24.10 of the Collective Agreement will also be available to you.

We would ask that you please complete and return the attached "Redundant to System Notification" form by June X, 20XX at noon. Should you continue to be redundant as of September 1, 20XX, either partially or fully, we will forward you an option form as per Article L24.10 of the Collective Agreement. If you have any questions or concerns, please feel free to contact my office at 613-544-6925 ext. 227 or your local Federation Office at 613-634-8163.

We recognize and appreciate your service to the students and the system, and look forward to your future contributions as we work through this process.

Yours truly,

Superintendent of Human Resources

LETTER OF UNDERSTANDING

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter called the 'Board')

AND

THE ETFO LIMESTONE LOCAL, TEACHERS' BARGAINING UNIT
(hereinafter called the 'Bargaining Unit')

RE: Ontario Student Records

Ontario Student Records (OSRs) will be made available to teachers beginning the first workday of the school year and during normal working hours, for purposes of improving the instruction of the student, in compliance with OSR Guidelines. Teachers shall only access OSR files of students whom they are teaching/supporting.

Safety Plans will be located in the main office, separate from the OSR, for teachers to access as required and appropriate.

Dated this _____ day of February 2024.

For ETFO

For the Board

LETTER OF UNDERSTANDING

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter called the 'Board')

AND

THE ETFO LIMESTONE LOCAL, TEACHERS' BARGAINING UNIT
(hereinafter called the 'Bargaining Unit')

RE: Mobility

Effective February 24, 2005, the parties agree that the Board's current policy on Administrative Transfers under section 7.0.0 of AP 470 "Mobility of Academic Staff" shall cease to apply.

Dated this _____ day of February 2024.

For ETFO

For the Board

LETTER OF UNDERSTANDING

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter called the 'Board')

AND

THE ETFO LIMESTONE LOCAL, TEACHERS' BARGAINING UNIT
(hereinafter called the 'Bargaining Unit')

RE: Report Card Comment Bank

The parties agree to create an electronic report card comment bank for purposes of elementary reporting as follows:

1. The Board shall form a Report Card Writing Team, that includes ETFO members, to create an approved electronic report card comment bank for the purpose of writing Term I and Term II report cards for implementation for the 2025-2026 school year.
2. The Board will share the names of the ETFO members on the writing team once established. The Board will share the comment bank with the Local President, or designate, prior to finalization for comment.
3. It is agreed that the Board's current practice of implementing a moratorium on staff meetings and professional learning during the 2-week period prior to reports being due from teachers, will be discontinued, effective September 1, 2025.
4. In addition to the aforementioned, elementary teachers will continue to have the option of either working from their home during the two (2) dedicated PA days for reporting or working in their school.

Dated this _____ day of February 2024.

For ETFO

For the Board

LETTER OF UNDERSTANDING

BETWEEN

**THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter called the 'Board')**

AND

**THE ETFO LIMESTONE LOCAL, TEACHERS' BARGAINING UNIT
(hereinafter called the 'Bargaining Unit')**

RE: Return to Work/Accommodation Meetings

The parties agree that employees may choose to have a Union representative involved throughout the return to work/accommodation process and that Human Resources will advise the union of an employee's participation in a Return to Work and/or Accommodation Plan.

Dated this _____ day of February 2024.

For ETFO

For the Board

LETTER OF UNDERSTANDING

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter called the 'Board')

AND

THE ETFO LIMESTONE LOCAL, TEACHERS' BARGAINING UNIT
(hereinafter called the 'Bargaining Unit')

RE: Form A Template

The parties agree to the following without precedent and without prejudice, as it relates to Form A submissions:

Form A's will be submitted electronically to Human Resources and the area staffing chair and will no longer require Principal signatures. A check box will be included on the form A that states, "By checking this box, the school administrator verifies the accuracy of this information.

Dated this _____ day of February 2024.

For ETFO

For the Board

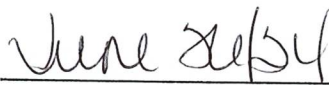
IN WITNESS WHEREOF THE LIMESTONE DISTRICT SCHOOL BOARD HAS HEREUNTO AFFIXED ITS CORPORATION SEAL, ATTESTED BY ITS PROPER OFFICERS IN THAT BEHALF:

THE LIMESTONE DISTRICT SCHOOL BOARD

Director of Education and Secretary




Chair, Negotiating Committee



Date

In WITNESS whereof the Branch Affiliates have executed this Agreement attested by the authorized representatives of the Elementary Teachers' Federation of Ontario, Limestone Local representing the teachers employed by The Limestone District School Board:

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO, LIMESTONE LOCAL



President

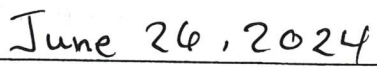


Chief Negotiator

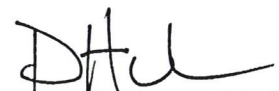
General Secretary



ETFO Limestone Negotiating Team



Date



Provincial Representative



ETFO Limestone Negotiating Team



ETFO Limestone Negotiating Team