

COLLECTIVE AGREEMENT

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

ETFO- RENFREW COUNTY ELEMENTARY TEACHERS LOCAL

FOR THE PERIOD

SEPTEMBER 1, 2022 TO AUGUST 31, 2026

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

C2.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C3.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C3.4 Term of Letters of Understanding

All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.5 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, as amended, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the Central Parties and agreement of the Crown.

C3.6 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, as amended notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the Parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process applies exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act, 2014*, as amended, central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- c) For the purpose of the Central Grievance Process only “days” shall mean school days.

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.

- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.

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

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 ("ETFO ELHT"). The date on which School Boards and the bargaining units commenced participation in the ETFO ELHT shall be referred to herein as the "Participation Date".

C5.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the ETFO ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement (“ETFO represented employees”).
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.
- c) Retirees who were previously represented by ETFO, and who were, and still are, members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.
- e) Eligibility is limited to long-term occasional and permanent Teachers.

C5.3 Funding

- a) All funding in section c) shall be subject to the following conditions:
 - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT’s expense, within 30 days after their decision to make the change.
 - ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.

- iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.
- c) The funding rate shall be increased for inflation as follows on the following dates:
 - i. September 1, 2022: 1% (\$6,235.74)
 - ii. September 1, 2023: 1% (\$6,298.10)
 - iii. September 1, 2024: 1% (\$6,361.08)
 - iv. September 1, 2025: 1% (\$6,424.69)
 - v. August 31, 2026: 4% (\$6,681.68)

C5.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.
- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out;

- ii. Divide i) by 194 days;
- iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

C5.5 Benefits Committee

A benefits committee comprised of equal representation from ETFO, OPSBA, the Crown, and ETFO ELHT shall convene upon request to address all matters that may arise in the operation of the ETFO ELHT.

C5.6 Privacy

The Parties agree to inform the ETFO ELHT administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The ETFO ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C5.7 Benefits not provided by the ETFO ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for daily Occasional Teachers as term of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

C5.8 Payment in Lieu of Benefits

- a) All employees not transferred to the ETFO ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive a payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the ETFO ELHT are not eligible for pay in lieu of benefits.

C5.9 Long Term Disability (Employee-Paid Plans)

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C6.00 SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in d)i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Long-Term Occasional Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a Long-Term Occasional assignment:

- i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.
- iii. Where the length of the Long-Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the

assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.

- iv. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C7.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C7.2** The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C7.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C7.4** The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

ETFO will be an active participant in the consultation process at the Ministry Initiatives Committee. The Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training and resources.

If a new or modified policy initiative is not discussed at the Ministry Initiatives Committee in advance of implementation, it will be discussed at the next meeting. Alternatively, the Crown will endeavor to provide an informational briefing to ETFO and OPSBA at another forum prior to the next Ministry Initiatives Committee, which may include other attendees at the discretion of the Crown.

At the local level School Boards and locals shall meet regarding:

- The development, implementation and evaluation of new ministry/School Board initiatives;
- The timing of new ministry/School Board initiatives;
- The integration of possible new ministry/School Board initiatives; and
- Training and professional learning requirements.

C9.00 DIAGNOSTIC ASSESSMENT

a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.

b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.

c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.

- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to provide payment for the Teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a Teacher must access Employment Insurance (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short term disability plan.

Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.

- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement EI benefits during the absence period as specified in this plan.
- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Winter breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP.

- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Individual Education Plans

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

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

A provincial committee will be established with representatives comprised of:

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

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

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

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

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

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

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

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

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

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

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

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

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

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

PART B – LOCAL TERMS

L1.00 PURPOSE

- L1.1 It is the intent and purpose of the Parties to maintain harmonious relationships between the Board and the teachers in the Union and to co-operate to the fullest extent in an endeavour to provide the best possible educational service.
- L1.2 This Agreement sets forth certain of the conditions of employment together with the salaries and allowances which apply to the teachers who are covered by the Agreement.

L2.00 RECOGNITION

- L2.1 The Board recognizes The Elementary Teachers' Federation of Ontario (hereinafter referred to as the Union) as the exclusive bargaining agent for every teacher – other than Occasional Teachers, Principals and Vice Principals – who is assigned to one (1) or more elementary schools or who performs duties in respect of such schools all or most of the time.
- L2.2 The Board recognizes the Negotiating Committee officially authorized by the Union as the Committee to represent the teachers in the bargaining unit and to negotiate on their behalf. The Board also recognizes the right of the Union to authorize any agent to represent the teachers and to negotiate on their behalf if the need arises. The Union shall notify the Board in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union.
- L2.3 The Union recognizes the Board Negotiating Committee as the regular and official committee representing the Board and negotiating on its behalf. The Union also recognizes the right of the Board to authorize the Ontario Public School Boards' Association or any other agent to represent the Board and to negotiate on its behalf if the need arises. The Board will inform the Union from time to time about who is authorized to act on behalf of the Board.

L3.00 AMENDMENTS

- L3.1 This Agreement shall supersede all previous Agreements. Except for error, inadvertence, or omissions it shall form the basis of computing all salaries and other conditions defined herein. Amendments (deletions or additions) to the clauses defined herein shall be made only by mutual consent of the Parties concerned in this Agreement. Either Party wishing to amend this Agreement shall notify the other Party to this effect, such a notice to be given in writing. The other Party shall acknowledge such notice and meet to consider the proposed amendment within fifteen (15) days.

L4.00 STRIKE OR LOCKOUT

- L4.1 There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement. The terms strike and lockout shall be as defined in the Ontario Labour Relations Act.

- L4.2 In the event of a strike by other Board employees, representatives of the Board will meet with representatives of the Union to discuss the impact of the strike on the Union's membership.

L5.00 IMPLEMENTATION

- L5.1 All articles of this Agreement shall be strictly adhered to except that where a conflict appears between a provision of this Agreement and a provision of an Act or Regulation, the provision of the Act or Regulation prevails.
- L5.2 Salaries and allowances for any teacher shall be those set out in the appropriate schedules of this Agreement.

L6.00 UNION DUES AND LEVIES

- L6.1 On each pay date for which a teacher is paid, the Board shall deduct union dues and any levy authorized by the Union. The amounts deducted shall be determined by the Union in accordance with its Constitution and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change. The amounts deducted shall be forwarded to the General Secretary, or as otherwise requested by the Local, within thirty (30) days of the dues being deducted.
- L6.2 The first remittance in September of each year shall be accompanied by a list showing the names, addresses, wages earned and dues and any levy deducted. Subsequent remittances will be accompanied by a list showing changes from the previous month's list. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form. Twice annually, at mutually agreed upon times, the Board will forward to the Union a confidential list showing: Names, Board email addresses, FTE, Salary, Member Status, Member Leave Status, OCT number and MIDENT. The list shall also be sent to the Local President.
- L6.3 If requested by the Local, the Board shall make one (1) deduction from each teacher annually to finance the Employee Assistance Plan. The remittance shall be accompanied by a list showing the names of the teachers for whom the deduction has been made.
- L6.4 The Union and the Local, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and remitted to the Union and/or Local.

L7.00 RIGHTS AND RESPONSIBILITIES

- L7.1 The Union acknowledges the right of the Board to manage the affairs of the Board and the Board agrees that its rights and responsibilities shall be exercised in a fair manner that is non-discriminatory and consistent with this Agreement and the prevailing Statutes in Ontario.
- L7.2 The Board agrees not to penalize or discriminate against any teacher for participating in the lawful activities of the Union, including exercising any rights under this Agreement or the prevailing Statutes in Ontario.

- L7.3 Upon written request, the Board shall provide the Union with available data relevant to the negotiations and administration of this Agreement, within five (5) school days of requesting such data and other relevant data within fifteen (15) school days, subject to Board requests for extensions that shall not be unreasonably denied.
- L7.4 Within forty-five (45) days of the signing of the Agreement, the Board agrees to provide the Union President with an electronic copy of the Agreement and to provide each teacher and Workplace Steward with access to an electronic copy of the Agreement.
- L7.5 Legal Liability
For teachers having any legal proceeding brought against them for libel or slander in respect of any statements relating to the employment, suspension or dismissal of any person by the Board, published at a meeting of the Board or a committee thereof, or for assault in respect of disciplinary action taken in the course of duty, the Board shall pay the legal costs or any part thereof incurred by such teachers in successfully defending such legal proceeding as referred to above. If found guilty, the teacher shall bear said legal expenses.
- L7.6 Access to Board Minutes
At the union's request, the Board shall provide to the Local the Agenda for any Board Meeting two (2) days prior to the meeting. The Board shall post minutes of Board Meetings on the Board's website.
- L7.7 Criminal Background Check
The Board shall collect and manage personal documents and information including criminal background checks, in a secure manner that provides for confidentiality and privacy for teachers.
- L7.8 Any action taken by the Board affecting a teacher that is related to the Criminal Background Check or the Offence Declaration required by the Regulation shall be in accordance with the Ontario Human Rights Code and the Agreement and may be the subject of a grievance.

L8.00 BENEFIT PLANS

- L8.1 (a) The Board agrees to a full disclosure of all details of the operation of the plan(s) to the Local. Further, the Board agrees to provide the President of the Local with a complete copy of all master insurance policies, of which it administers, within two (2) months of the ratification of the Collective Agreement.
- (b) Newly hired teachers shall be provided with an electronic Benefits Plan Guide at the time of hire. The Board agrees to provide each Workplace Steward and the Local President with an electronic copy of the Benefits Plan Guide. Access to the Benefits Plan Guide as updated by the Benefit Administrator shall be electronically available to teachers.
- L8.2 Long-Term Disability
Long-Term Disability will be administered for the teachers. Members of the Bargaining Unit whose employment commenced on or after January 1, 1994 must, as a condition of employment, enrol in the Long-Term Disability Plan.

- L8.3 (a) The Union shall have the right to change the specifications and carriers for the Long-Term Disability Plan.
- (b) Where a change in specifications and/or carrier occurs under Clause L8.8 (a) and the resulting contract is between the Union or an agent of the Union and the carrier, the Union agrees to a full disclosure of all details of the operation of the plan(s), and further agrees to provide the Board with a complete copy of the master contract for each of the benefit plans changed under the provision in Clause L8.8 (a).
- L8.4 The Board agrees to pay 50% of the premium costs of the Employee Assistance Program. Changes to the existing plan may be made by mutual agreement of the Parties which shall be guided by the Broader Public Sector Procurement Directives.

L9.00 LEAVE PLANS

L9.1 Sick Leave

Reference: [C6.00 Central Terms](#)

L9.2 Absence with Pay

- (a) Each teacher's sick leave account shall be debited for the number of days absent due to personal illness and/or due to personal medical and personal dental appointments and for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year.
- (b) Normally, absence due to personal illness for periods of up to three (3) consecutive school days does not require certification; however, the Board at its discretion may require such certificate for any shorter period of absence. For absences in excess of three (3) consecutive school days but less than three (3) months, the teacher will submit a medical certificate from a doctor or nurse practitioner (diagnosing within their scope of practice) to the Principal for transmission to the Human Resources Department. If the absence is for a period in excess of three (3) months, the Board may request that it be certified by a doctor chosen by the Board at the Board's expense. Such request shall be made in writing, and a copy shall be sent to the Local President.
- (c) All payments to teachers under the sickness allowance regulations shall be computed on the basis of the rate of the regular day's salary to which such teacher is entitled.

L9.3 Special Leave (Emergencies & Special Occasions)

- (a) Each teacher may be granted leave of absence for reasons other than illness without deduction of salary up to a maximum of five (5) days in any one (1) school year. Such leave shall be granted at the discretion of the Superintendent or designate, in consultation with the Principal. Where the teacher, for any reason, teaches less than ten (10) months in the year, the special leave allotment shall be calculated at the rate of one-half (½) day per month. Special leave is non-cumulative from year to year. Except in the case of emergency, requests for leave shall be submitted ten (10) school days prior to the

commencement of the leave. Such leave requests will be responded to within fifteen (15) school days.

- (b) A teacher who is the spouse of a member of the military shall be granted paid leave of up to three (3) days with deduction from the teacher's sick leave account for the purpose of attending to matters associated with a military deployment, military exercises or training (for a minimum of six [6] months) where the spouse is out of province for military duties.

L9.4 Items Not Chargeable to Sick Leave Account

- (a) Bereavement

A maximum of three (3) teaching days is allowed to attend the funeral of immediate next-of-kin only (parents or guardian, children, brothers, sisters, spouse, mother-in-law, father-in-law, step-parents, step-children, brother-in-law, sister-in-law, grandparents, grandchildren and sons or daughters-in-law. It is understood that spouse includes common-law and same-sex partners). If more than three (3) consecutive teaching days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three (3), where approved by the Superintendent of Human Resources, shall be chargeable to Special Leave [Clause L9.3 above]. Attendance at funerals of other relatives or close friends may be charged to special leave with the Superintendent of Human Resources' approval.

- (b) Quarantine

In any case where, because of exposure to a communicable disease, a teacher is quarantined or otherwise prevented by order of the medical authorities from attending upon teaching duties, the teacher shall be paid and the time shall not be deducted from the teacher's sick leave account.

- (c) Court Appearances

- (i) Each teacher shall be allowed leave of absence without deduction of salary or loss of sick leave credit when required to serve on a jury or subpoenaed as a witness in any proceeding to which the teacher is not a party or one of the persons charged. The teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses that is received as a juror or as a witness.
- (ii) Clause (i) does not apply when the lawyer for either party requests the teacher to testify in court or act as a witness.
- (iii) Where a teacher has been charged in court and has been acquitted of the charge, the teacher shall be allowed leave of absence without deduction of salary for the time spent in court, and at the discretion of the Board, for travelling thereto, provided the charge resulted from an incident associated with the fulfilment of the teacher's teaching duties.

- (d) Accidents Covered by the Workplace Safety and Insurance Act

Each teacher who is injured in the course of duty with the Board shall have Workers' Compensation salary awards supplemented without deduction from sick leave for a maximum of up to four (4) years and six (6) months.

- (e) Inclement Weather

Subject to the approval of the Superintendent of Human Resources, or designate, when extreme weather conditions prevent a teacher from travelling from their principal residence to their workplace, there shall be no loss in salary under this Agreement. On return to work, the teacher will submit an Application for Leave Form to the Superintendent of Human Resources, or designate, detailing the reasons for the absence.

L9.5 Retirement Gratuity

Retirement Gratuities were frozen as of August 31, 2012. An Elementary Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.

The following language applies only to those employees eligible for the gratuity above:

Historical Language for Reference: When a teacher of another Board which has established a sick leave credit plan under any Act of the Ontario Legislature becomes an employee of the Renfrew County District School Board, the teacher shall be entitled to have placed to the teacher's credit the sick leave days standing to the teacher's credit in the plan of the Ontario Board with which the teacher was previously employed, unless there has been intervening employment that did not allow a transfer of sick leave, to a maximum of two hundred (200) days for credit and beyond that as a matter of record. Sick leave credited from other boards is to be used only after sick leave with the Renfrew County District School Board or its predecessors has expired.

- (a) An eligible employee who retired from the teaching profession while in the employ of the Board shall receive a gratuity based on the number of years continuous and unbroken employment with the Renfrew County District School Board and its predecessors AND on the number of days, likewise accumulated in continuous and unbroken employment with the Renfrew County District School Board and its predecessors, which remain in the employee's sick leave account at the time of retirement. For gratuity purposes a teacher may accumulate two hundred thirty (230) days; however, the gratuity is based on a maximum of two hundred (200) days.

A teacher is eligible for a retirement gratuity when the teacher has completed a minimum of ten (10) years continuous employment with the Board or its predecessors and submits proof to the Human Resources Department within three (3) months after leaving the Board's employ that a pension from the Teachers' Pension Board is being received.

- (b) The percentage of salary used in the gratuity formula shall be 4% times the number (N) of years of continuous and unbroken employment with the Renfrew County District School Board and its predecessors within the County. In no case may a retirement gratuity exceed 50% of the best year's salary.

- (c) The formula or scale for determining the amount of gratuity shall be as follows:

$$\left[\frac{(\text{days}^* \text{ accumulated to a maximum of } 200) \times 4N\%^*}{(\text{to a maximum of } 50\% \text{ of the best year's salary})} \right] \text{ divided by } 200$$

*Both figures apply to the period of continuous and unbroken employment with the Renfrew County District School Board and its predecessor boards within the County.

- (d) This gratuity may be paid in a lump sum or over not more than a three (3) year period and at a time or times mutually agreeable.
- (e) In the event of the death of an employee prior to cessation of employment, a retirement gratuity based on accumulated sick leave and length of employment at the time of death shall be paid to the employee's beneficiary. If the employee has not named a beneficiary, the gratuity shall be paid to the employee's estate.

Should the retired employee die before receiving full payment of the gratuity, the accrued benefits shall likewise be paid to the employee's beneficiary, or estate, if no beneficiary has been named.

L9.6 Pregnancy, Parental and Adoption Leave

The Board provides pregnancy, parental and adoption leave for teachers for such period before and after delivery or adoption of a child as will serve the interest of the students, the Board and the employee concerned, and in conformity with the requirements of the Employment Standards Act.

Pregnancy is regarded as a normal health condition and not as sickness. No distinction is made between illness resulting from pregnancy and other types of illness for the purpose of sick leave coverage.

(a) Types of Leave

(i) Pregnancy Leave

A "Pregnancy Leave" is granted to a pregnant teacher in accordance with C10.0 Central Terms and the Employment Standards Act, 2000, as amended. The term "Pregnancy Leave" includes both pregnancy leave and parental leave under the Employment Standards Act, 2000, as amended.

(ii) Parental Leave

A Parental Leave is granted to a teacher for the birth of their child in accordance with Parental Leave period in the Employment Standards Act, 2000, as amended, or such shorter period of time as the teacher requests. The teacher may continue benefit coverage during the parental leave with the Board contribution towards premiums as per the Central Agreement.

(iii) Adoption Leave

An Adoption Leave is granted to a teacher who has provided the Board with confirmation that an application has been made for adoption and is for a period in accordance with the Employment Standards Act, 2000, as amended or such shorter period of time as the teacher requests. The teacher may continue benefit coverage during the adoption leave with the Board contribution towards premiums as per the Central Agreement.

(iv) Extended Parental Leave

An Extended Parental Leave (including adoption leave) is granted to a teacher and is for a period not to exceed two (2) years. The duration of the leave shall be subject to consultation between the Board and the teacher and the return date shall normally coincide with the beginning of a term.

(b) Teachers with Thirteen or More Weeks Continuous Service at Beginning Date For Leave

- (i) Leaves as defined in Clause L9.6 (a) shall be granted provided any and all applicable conditions have been met.
- (ii) Written documentation is required in:
 - (1) application for leave suggesting beginning and ending dates;
 - (2) probable date of delivery (Pregnancy Leave, Parental Leave) or expected date of first coming into care and control of teacher (Adoption Leave);
 - (3) doctor's certificate of pregnancy and probable delivery date (Pregnancy Leave, Parental Leave);
 - (4) confirmation of leave including beginning and ending dates;
- (iii) Application for leave must be made at least two (2) weeks before the leave is to begin. A copy of the application must be sent to the Local President by the teacher.
- (iv) The beginning and ending dates of the leave provided under these provisions will be in accordance with the Employment Standards Act. Any variation from this will be by agreement with the Superintendent of Human Resources or designate.
- (v) A teacher may terminate a leave prior to the planned return date by notifying the Superintendent responsible for Human Resources, in writing, at least four (4) weeks before the requested date of return.
- (vi) During a leave, the teacher shall receive no salary from the Board; seniority shall continue to accrue; sick leave shall not be reduced unless used.
- (vii) During a Pregnancy, Parental, or Adoption Leave, eligibility and co-pay for insurable benefits (covered by Article L8.00) while on leave is determined by the ELHT. During a leave, for the lesser of thirty-five (35) weeks in the case of a Parental Leave or Adoption Leave, or thirty-seven (37) weeks if no Pregnancy Leave was taken, or fifty-two (52) weeks in the case of a Pregnancy Leave or an Extended Pregnancy Leave, and the duration of the leave, the Board shall continue to pay its share of premiums for insured employee benefits (covered by Article L8.00), teaching experience for grid placement (Clause L13.1) and Sick Leave (Clause C7.00) shall continue to accumulate.
- (viii) After the period of time covered by Clause L9.6 (b)(vii), insured employee benefits (covered by Article L8.00) will be suspended unless kept in force through payment of the premiums, in advance, by the teacher, in such manner as prescribed by the Board, but on resumption of duties by the teacher, all such benefits will be reinstated, in accordance with the terms of the Collective Agreement.
- (ix) After the period of time covered by Clause L9.6 (b)(vii), time spent on a leave under this provision shall not accrue towards placement on salary grid (Clause L13.1) or accumulation of sick leave (Clause C7.00).

- (x) At the end of a leave under this provision the Board shall return the teacher to the position most recently held, if it still exists, or to a comparable position, if it does not. This return to position shall be subject to redundancy procedures. It is understood that a teaching position does not extend beyond a school year and that return from a leave commenced in a prior school year must always be to a comparable position.

- (c) Teachers with Less than Thirteen Weeks Continuous Service at Beginning Date for Leave
All provisions in this part are the same as those in Clause L9.6 (b) except:
 - (i) the beginning date of the leave period if earlier than eleven (11) weeks prior to the expected delivery date and the ending date if later than six (6) weeks after the delivery date shall be determined by the Superintendent of the Department concerned;
 - (ii) where the Pregnancy Leave extends beyond the eleven (11) week period, the teacher loses the right to return to the Board's employ, unless such extension of leave is approved, in writing, by the Superintendent of Human Resources or designate;
 - (iii) neither the particular position held by the teacher at the beginning of the leave nor an equivalent position is guaranteed on return to work, but the Superintendent concerned will place the teacher in a position as near as practicable to that formerly held.

- (d) Adoption Leave Provisions
 - (i) Pre-placement leave for a child for whom the teacher has a parenting responsibility, shall not exceed two (2) weeks except with the specific approval of the Superintendent.
 - (ii) If the presence of the adopting teacher is required for pre-adoption purposes [not including those set out in (i) above], such leave shall be available, provided that the teacher supplies verification from the adoption agency. This shall include travel required for out-of-province or out-of-country adoptions. Such leaves shall be charged against the teacher's special leave allowance (Clause L9.3).

- (e) SEB
Reference: [C10.1 Central Terms](#)
Regular weekly earnings is the teacher's salary multiplied by 5/194 days.

L9.7 Sabbatical Leave

The sabbatical leave plan of the Renfrew County District School Board is a recognition of outstanding service to education in the schools of the County. It furnishes selected teachers with an opportunity to engage in approved studies or travel. Such leave is subject to the recommendation of a committee and to the conditions outlined below. The committee shall consist of two (2) members of the Union, two (2) Board members and two (2) members from Senior Administration.

L9.8 Regulations Regarding Sabbatical Leave

- (a) At the present time the maximum number of teachers who may be on sabbatical leave in any one (1) year is 1% of the teachers.
- (b) Sabbatical leave must be used for the purpose of improving general education or teaching techniques. When making application for leave, the applicant should present to the Board a summary of the way in which the applicant intends to spend the year, specifying the travel the applicant wishes to undertake and/or courses to be followed.
- (c) Teachers may apply for sabbatical leaves of a full year, a half year or a third of a year. The Board shall receive notice from a teacher applying for sabbatical leave by December 1st of the school year preceding the school year in which the leave begins.
- (d) To qualify for consideration for sabbatical leave applicants must be teachers on permanent contract who, immediately previous to the year of application, had to their individual credit continuous and unbroken* teaching experience to the equivalent of six (6) full years with the Renfrew County District School Board and must give a written undertaking to continue to teach for the Board after returning from leave for a minimum period of at least twice the length of the sabbatical.
*Leave of absence, maternity leave and approved service with the Department of National Defence do not constitute a break in continuous service with the Board.
- (e) A teacher on sabbatical leave shall be paid the higher of:
 - (i) 75% of the salary to which the teacher would be entitled had the teacher remained in the teaching position, or
 - (ii) the minimum of the category in which the teacher is paid.
- (f) Teachers on sabbatical leave shall be entitled to participate in the Board's benefit plans as if they were full-time employees.
- (g) Teachers, while on sabbatical leave, shall not engage in work that will pay them a salary which, when added to their allowances from the Board, will give them an income greater than the salaries they would have received during the school year of their leave.
- (h) While on sabbatical leave, a teacher shall neither acquire additional sick leave credits nor be charged for any leave of absence due to sickness, funerals, etc., that may occur during the period.
- (i) Teachers on sabbatical leave shall, on their return, be placed on the schedule at the salary appropriate to their years of experience and qualifications. They will not receive an increment in the first year after they return for the year in which they were on leave. But, thereafter, their salary will be that which they would have earned had they not taken leave.

- (j) Reinstatement
 - (i) A teacher returning from sabbatical leave shall be guaranteed a teaching position within the County. Subject to the provisions of the redundancy procedure, the teacher shall be returned to the school taught in immediately prior to the leave.
 - (ii) A teacher granted sabbatical leave shall guarantee to teach for the Board a minimum period of twice the length of the sabbatical granted after returning from leave and should the teacher not complete this service with the Board thereafter, the teacher must agree to reimburse the Board (on a proportional basis), the money received during leave. These provisions may be waived by mutual consent.
 - (k) Pension deductions are to be continued according to the terms of the Teachers' Pension Act on the salary paid to the teacher during the sabbatical year. Upon returning to duties, the teacher may make contributions to the Pension Fund of the amount required to make up the total contribution that would have been made had the teacher not been on sabbatical leave, such contributions being subject to the Regulations.
 - (l) A teacher granted a sabbatical leave for a half year or a third of a year has the option of selecting a full year sabbatical at one-half (½) or one-third (1/3) (as appropriate) the amounts set out in (e).
- L9.9
- (a) Leave of Absence
 - (i) A teacher may be granted a full time or part time leave of absence without pay, provided they make a written request prior to March 1st for leave of absence beginning at any time during the following school year. The teacher shall be notified of the Board's decision regarding the leave, no later than the second Tuesday in April.
 - (ii) Intentions to return from leave of absence must be made prior to March 1st for return from leave of absence effective at any time during the following school year. The teacher upon return shall be guaranteed a teaching position in the family of schools from which the leave was granted. The teacher shall continue to accumulate seniority for the period of leave. The teacher shall be notified of the Board's decision regarding the return from leave, no later than the second Tuesday in April. The Board will acknowledge receipt of the intention to return to work.
 - (iii) All requests for leave of absence or notification of return from leave of absence are to be submitted by the teacher to the Superintendent of Human Resources and copies to the Local President.
 - (iv) In extenuating circumstances, the Board may waive the March 1st date for either requesting a leave or for indicating a return from leave.
 - (b) Employees on leave of absence may elect to pay full benefit premiums to keep their coverage in effect, subject to the conditions established by the ETFO-ELHT.
 - (c) No employee will be granted any combination of approved leaves that result in more than four (4) consecutive years of leave. This clause refers only to board-approved leaves subject to the Local Terms of this Collective Agreement, and further excludes statutory and extended Parental Leaves and LTD.

L9.10 Family Medical Leave

Reference: [C10.1 Central Terms](#)

Family Medical Leave means an unpaid leave taken for the purpose of caring for or supporting a family member who is gravely ill with a significant risk of death within twenty-six (26) weeks. The leave may be taken for up to a maximum of eight (8) weeks.

(a) An employee on Family Medical Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the member been actively employed, including but not limited to:

- (i) accumulation of credit for sick leave, seniority and experience;
- (ii) employee benefits.

Subject to the eligibility requirements as determined by the carrier, the Board shall continue its contributions to the premiums for the benefit plans in which the teacher was enrolled at the commencement of the leave.

(b) A teacher returning from Family Medical Leave shall be assigned the same teaching assignment that the teacher would have had if they had not taken the leave. Upon request of the teacher, the Board shall provide a teacher on Family Medical Leave with a Record of Employment.

L9.11 Union Attendance at Meetings

When the Board requests a meeting with the Union during regular school time, the teacher representatives shall incur no loss of pay for time spent in such meetings or negotiations with the Board.

L9.12 Union Duties

The Board recognizes that occasionally it may be necessary for executive officers of the Union Local to be absent from their teaching duties in order to attend to Union matters. Special leave, without loss of salary or deduction of sick leave credits, up to a maximum of sixty-five (65) days in any school year, may be granted at the discretion of the appropriate Superintendent to executive officers of the Local following a written request from the Local. The Local shall reimburse the Board for any occasional teaching costs incurred.

L9.13 Executive Officers of the Union Local

The President/First Vice-President of the Union Local shall, subject to the conditions which follow, be entitled to leave with pay for Union duties. The conditions applicable are:

- (a) The Local shall reimburse the Board the salary and benefit costs of a teacher at Category A3, Step 0 for the Union Local President Leave.
- (b) The Local shall reimburse the Board the salary and benefit costs, if any, of any replacement for the Local First Vice-President half-time leave, up to a maximum of 50% of Category A3, Step 0.
- (c) An allowance as determined by the Local shall be paid to the President, First Vice-President, and Collective Bargaining Committee members each school year. The Local agrees to reimburse the Board for this allowance no later than November 5th of each school year. Time spent on such leave shall be considered for teaching experience and for seniority.
- (d) The President/First Vice-President shall be returned to the school taught in immediately prior to the leave, or to another school by mutual agreement

between the teacher and the Board. This return to the school shall be subject to redundancy procedures.

- (e) The President's/First Vice-President's sick leave account shall be credited with their sick leave allowance on September 1st of each year.

L9.14 The lead negotiator of the negotiating committee of the Local shall be allowed up to fifteen (15) days leave with pay. The Local shall reimburse the Board for any occasional teaching costs incurred.

L9.15 Leave for Public Office

The Board shall grant leave of absence without pay to a teacher for the purpose of campaigning for or serving for the first term as a member of the Legislative Assembly of Ontario, the House of Commons or the local council of a municipality. Leave for subsequent terms may be granted by the Board. The teacher shall continue to accumulate seniority for the period of leave. Employees on the leave may elect to pay full benefit premiums to keep their coverage in effect.

L9.16 Leave for Federation Office

The Board shall grant a leave of absence to a teacher who holds an office requiring full time duty at the Provincial level, provided the Local reimburses the Board for the cost of the teacher's salary and benefits. The teacher shall continue to accumulate seniority and teaching experience during the period of leave.

L9.17 Subject to Article L25.00, the teacher on return from a leave pursuant to Clauses L9.13, L9.15 or L9.16 shall be guaranteed a teaching position in the school from which leave was granted, subject to surplus and redundancy procedures.

L10.00 INCREASES TO ENTITLEMENT

A part time teacher who wishes to increase their teaching assignment commencing the following school year shall indicate this in writing to the Superintendent of Human Resources, with a copy to the Local President, by March 1st of the preceding school year. By the second Tuesday in April, the teacher shall be notified of the decision.

L11.00 VACANCIES

- L11.1 (a) (i) The Board shall post a list of all vacancies (including new positions) in teaching or positions of responsibility for at least five (5) school days before the vacancy is to be filled. Concurrently a copy of such notice shall be sent to the Union. The Board shall ensure that vacancies will be posted electronically in addition to any other method used.
- (ii) All candidates will be notified of the outcome within ten (10) days of the interview date.
- (b) Where mutually agreeable to the Union and Board, public advertising may occur concurrently with internal advertising.
- (c) During the months of July and August the Board will be deemed to have met the requirements of Clause L11.1(b) if such posting occurs in a readily accessible place at the Board Offices and the material is subsequently distributed to the individual schools (possibly after public advertising has occurred but prior to the closing date for applications).

L11.2 Such posting shall contain a job description, the qualifications required, any applicable allowances, start date (and ending date where applicable), and procedure for applying.

- L11.3 (a) Teachers employed by the Board may apply for a posted vacancy that occurs during the school year.
- (b) Teachers employed by the Board may not apply for a vacancy that results from the placement of a teacher under Clause L11.3 (a).
- (c) Teachers involved in the staffing process (Article L25.00) who have not been placed to their full entitlement are the exception to Clause L11.3 (b) and may apply for all vacancies.

L11.4 The Board shall not advertise or fill any vacancies externally if qualified redundant teachers and/or teachers with recall rights are eligible to apply for the position. Redundant teachers who apply for these positions, and who indicate in their application that they have Recall Rights, shall be placed based on seniority providing they are qualified. A redundant teacher who applies for positions under Article L11.00 and who has the greatest seniority shall be placed up to their contractual entitlement even if the vacancy is greater than their FTE. It is understood that if a teacher takes a portion of a vacancy, no more than two (2) teachers can be assigned to the value of the original vacancy. Members who are redundant and/or have recall rights shall apply as per Clause L25.10.

L11.5 Positions which may be filled by occasional teachers are not vacancies.

L12.00 PROBATIONARY PERIOD

L12.1 A newly hired teacher shall have a one (1) year probationary period.

L13.00 SALARY SCHEDULE

- L13.1 (a) Teachers' Schedule
 Except as otherwise provided in this Agreement, teachers will be paid in accordance with their placement on the following salary grid.

Effective September 1, 2022						Effective September 1, 2023					
Year	A	A1	A2	A3	A4	Year	A	A1	A2	A3	A4
0	45,744	47,069	51,783	56,485	61,195	0	47,116	48,481	53,336	58,180	63,031
1	48,777	50,922	55,715	60,760	65,302	1	50,240	52,450	57,386	62,583	67,261
2	51,820	54,765	59,642	65,039	69,428	2	53,375	56,408	61,431	66,990	71,511
3	54,861	58,616	63,588	69,323	73,544	3	56,507	60,374	65,496	71,403	75,750
4	57,900	62,470	67,517	73,598	77,657	4	59,637	64,344	69,543	75,806	79,987
5	60,938	66,323	71,447	77,876	81,780	5	62,766	68,313	73,590	80,212	84,233
6	63,987	70,169	75,380	82,151	85,899	6	65,907	72,274	77,641	84,616	88,476
7	67,022	74,017	79,310	86,429	90,016	7	69,033	76,238	81,689	89,022	92,716
8	70,060	77,871	83,251	90,707	94,143	8	72,162	80,207	85,749	93,428	96,967
9	73,091	81,726	87,190	94,980	98,264	9	75,284	84,178	89,806	97,829	101,212
10	76,138	85,572	91,129	99,261	102,375	10	78,422	88,139	93,863	102,239	105,446
11	79,182	89,438	95,084	103,553	106,496	11	81,557	92,121	97,937	106,660	109,691
12	82,910				110,609	12	85,397				113,927
13	89,438					13	92,121				

Effective September 1, 2024						Effective September 1, 2025					
Year	A	A1	A2	A3	A4	Year	A	A1	A2	A3	A4
0	48,412	49,814	54,803	59,780	64,764	0	49,622	51,059	56,173	61,275	66,383
1	51,622	53,892	58,964	64,304	69,111	1	52,913	55,239	60,438	65,912	70,839
2	54,843	57,959	63,120	68,832	73,478	2	56,214	59,408	64,698	70,553	75,315
3	58,061	62,034	67,297	73,367	77,833	3	59,513	63,585	68,979	75,201	79,779
4	61,277	66,113	71,455	77,891	82,187	4	62,809	67,766	73,241	79,838	84,242
5	64,492	70,192	75,614	82,418	86,549	5	66,104	71,947	77,504	84,478	88,713
6	67,719	74,262	79,776	86,943	90,909	6	69,412	76,119	81,770	89,117	93,182
7	70,931	78,335	83,935	91,470	95,266	7	72,704	80,293	86,033	93,757	97,648
8	74,146	82,413	88,107	95,997	99,634	8	76,000	84,473	90,310	98,397	102,125
9	77,354	86,493	92,276	100,519	103,995	9	79,288	88,655	94,583	103,032	106,595
10	80,579	90,563	96,444	105,051	108,346	10	82,593	92,827	98,855	107,677	111,055
11	83,800	94,654	100,630	109,593	112,708	11	85,895	97,020	103,146	112,333	115,526
12	87,745				117,060	12	89,939				119,987
13	94,654					13	97,020				

- (b) Part-time teachers and teachers beginning full time employment after the 1st day of September shall be paid a salary pro-rated on schedule according to their Q.E.C.O. qualifications and experience.

L13.2 Allowance for Elementary Teaching Experience

- (a) Definition of Experience - Experience is interpreted as full-time certificated teaching experience in a publicly supported elementary or secondary school in Ontario or its equivalent, i.e. experience on a certificate for which the Department of Education or Ministry of Education has issued either a Certificate or a Letter of Standing. Where a teacher's experience cannot be readily classified, the number of years shall be determined by the Director of Education but shall not exceed the maximum.
- (b) All teaching experience, as defined in Clause L13.2 (a) will be granted full recognition up to the maximum number of years on the salary schedule.
- (c) Experience recognized as a result of part-time teachers employed on a regular basis in any one (1) school year or as a result of full-time employment beginning after September 1st, shall be that fraction of a full year for which the teacher was employed rounded off to the nearest tenth.
- (d) Casual and long-term occasional teaching will be recognized for grid placement. The calculation of such experience will be limited to casual teaching experience earned with the Renfrew County District School Board commencing September 1, 2009 and LTO teaching experience earned with any School Board. Experience will be calculated and applied as of September 1st each year. Where the number of teaching days total twenty (20) or above, the sum will be divided by the total number of days in a school year (194) and rounded to the nearest decimal point in order to calculate experience recognized for grid placement.
- (e) For purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

L14.00 ADDITIONAL ALLOWANCES

- L14.1 (a) Lead Teachers
 An allowance of
 September 1, 2019 \$1,485
 September 1, 2020 \$1,511
 September 1, 2021 \$1,568

shall be paid to lead teachers selected in each of the site buildings of a school complex.

- (b) The Board and the Local agree to follow the Lead Teacher Manual which outlines the Lead Teacher's selection, role and responsibilities within the school and system setting. Revisions to the Lead Teacher Manual shall be made after consultation with the Local. The Board and Local will provide training for new Lead Teachers each school year, no later than October 15th.
- (c) The Lead Teacher in Whitney Public School shall be compensated in the amount of \$5,000 each school year to be paid in equal instalments on each pay period.
- (d) The parties agree that notwithstanding Clause L14.1 (b), there shall be no requirement to hire an occasional teacher when a Lead Teacher is performing the duties of the Principal.

L14.2

Consultants

The Board may appoint consultants for individual subjects, specialized programming, or the grade areas in its elementary schools. These officials shall hold the qualifications and perform the functions specified in Ontario Regulation #298, Operation of Schools, General - Section 17, Subject and Program Supervision and Coordination. Their responsibilities shall cover more than one (1) school.

The allowance paid to consultants shall be:

September 1, 2019	\$6,922
September 1, 2020	\$7,043
September 1, 2021	\$7,307

The allowance for part-time consultants shall be pro-rated according to that fraction of their time they are acting as a consultant.

- L14.3 (a) Where the teacher is timetabled to teach in more than one (1) school and has to travel from school to school in the teacher's own vehicle, the teacher will receive a travel allowance at the rate currently approved by Board policy (see Appendix "A" for current rates). For allowance purposes distances are measured from the school in the teacher's circuit of schools which is nearest to the teacher's home at the starting point (see Appendix "B" for standard distances).
- (b) Where a teacher is not timetabled to teach in more than one (1) school but is required to travel to a series of schools in a part of the County, the teacher shall have an office designated (one of Deep River, Pembroke, Renfrew, Arnprior, Eganville or Barry's Bay). Where a teacher is not timetabled to teach in more than one (1) school but is required to travel to schools in all parts of the County, the teacher shall have an office designated (one of Pembroke, Eganville or Renfrew). Such designation of office shall occur at the time of advertisement of the position. Travel allowance shall be payable to such teachers at the rate currently approved by Board policy (see Appendix "A") and all distances shall be measured from the designated office (see Appendix "B" for standard distances).

L14.4 Allowance for Additional Degree

An allowance of \$793 shall be granted for one (1) Master's degree or one (1) Doctorate from Universities which are members of the National Conference of Canadian Universities or of similar conferences in other parts of the world.

The extra degree allowance shall be paid above category and shall have the effect of exceeding maximum for all members of the Local.

L15.00 CREATION OF NEW POSITION

- L15.1 If the Board creates a new position of responsibility to be filled by a teacher covered by this Agreement, the Board will negotiate with the Union about the salary and/or allowances. If no agreement is reached the matter may be submitted to arbitration in accordance with Clause L18.7.

L16.00 DEFINITION OF LEVELS

- L16.1 Should Q.E.C.O. develop a new program during the term of the Agreement, the new program shall be implemented provided that it is fully funded by the Ministry of Education funding formula under the qualification and experience grant.
- L16.2 Qualification for Salary Categories
For purposes of placement in all salary categories, i.e. A, A1, A2, A3, A4, only statements of evaluation from Q.E.C.O. will be acceptable. Subject to Clause L16.1, all references to Q.E.C.O. refers to program 5 as it existed on September 1, 2004.
- L16.3 (a) Unqualified teachers (usually meaning teachers on Letters of Permission) will be paid at Category "A" minimum.
(b) Certified teachers with degrees will be paid at Category A1 minimum until Statement of Evaluation from Q.E.C.O. is received. Proper grid placement will be paid from date of commencement of employment once documentation has been received.
- L16.4 (a) Whereby June 30th of the school year, a teacher files with the Board documentary evidence (Q.E.C.O. Statement of Evaluation) that the requirements for a higher rating category were completed after the end (June 30th) of the previous school year, the teacher shall receive the higher rate retroactive to the first day of the month following the month in which the requirements for the higher category were completed.
(b) Where a teacher has filed the necessary documentation with Q.E.C.O. in sufficient time to reasonably meet the date specified in (a) above, and the teacher receives written notification that the Q.E.C.O. Statement of Evaluation will be delayed for reasons beyond the control of the teacher, the teacher shall file such documentation with the Board and shall be deemed to have met the requirements of (a) above.

L17.00 METHOD OF PAYMENT

- L17.1 (a) The method of payment shall be bi-weekly.

- (b)
 - (i) Except in extraordinary circumstances, all payments made under the schedule of (a) above shall be made by the method known as "direct deposit".
 - (ii) Each teacher shall open one (1) account with a Bank or other financial institution which is prepared to accept electronic funds transfers. If the institution is one which requires a greater period of time than is normal for an electronic funds transfer between branches of two (2) unrelated Schedule A Canadian Chartered Banks, the teacher acknowledges that the Board has no liability for a failure to deposit a payment by a date specified in (a) above. The Board shall supply a list of financial institutions which claim to accept electronic funds transfers within the time period that is normal for an electronic funds transfer between branches of two (2) unrelated Schedule 'A' Canadian Chartered Banks.
 - (iii) Each teacher shall supply a sample voided cheque with proper electronic coding for the account to which salary deposit is to be made. No payments can be made until this information has been supplied.
 - (iv) Any time a teacher changes accounts to which salary is to be deposited, the provisions of (iii) shall apply. Unless a teacher moves principal residence from one (1) community to another, a maximum of one (1) change of account for deposit will be accepted in any one (1) school year. An additional change of account for deposit will be accepted if there is a change in principal residence during the school year. Any change in account must be received by the Board Payroll Department at least two (2) weeks before the change is to be effective.
 - (v) The Board reserves the right to pay by cheque at any time. The Board reserves the right to pay by cheque if it finds major difficulties with the process or upon three (3) months advance written notice to the Union where the Board has determined the system must revert to a cheque based system.

- (c) Where a pay date is not a date on which direct deposits can be made, the pay date shall be moved to a date preceding the specified date unless to do so will move the pay date into a different school year or a different calendar year in which case, the pay date shall be moved to date following. In each case, the date moved to will be the one nearest the specified date on which the transaction can occur.

In the event the Board has exercised its rights under Clause L17.1 (b) (v), the "date on which direct deposits can be made" shall become "school day" and the date to which the pay date is moved shall be a school day.

- (d) Upon receipt of notification of the employment of a new teacher, the Human Resources Department shall mail to the teacher concerned, at the address indicated, all forms which will be required for payroll purposes. Any such teacher who has not, ten (10) days prior to a regularly scheduled pay day, filed with the Human Resources Department all forms required at that time for the processing of pay, shall not receive any payments until the forms have been

filed, following which arrears shall be paid with the next regular instalment payment.

- (e) The employer shall make statutory deductions as required by legislation or regulations.
- (f) All salary deductions including pension, income tax, Union fees deducted on a percentage basis across the year shall be made according to the salary payment plan and these deductions shall be shown on the annual T4 slips.
- (g) A teacher is entitled to be paid his or her salary in proportion that the sum of the total number of school days on which the teacher performs his or her duties and of the total number of additional days [when the teacher is required by the Board to perform duties pursuant to section 171 (2) of the Education Act, as amended] on which the teacher performs his or her duties bears to the sum of the total number of school days in the school year plus the number of additional days on which the teacher is required to perform duties [pursuant to section 171(2) of the Education Act, as amended].

L18.00 GRIEVANCE AND ARBITRATION PROCEDURES

L18.1 Definition

Any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

L18.2 Individual Grievance

Step 1

Any dispute related to the Interpretation, application, administration or alleged violation of the Agreement may be discussed by the Local with the principal or immediate supervisor. Such a complaint shall be brought to the attention of the principal or immediate supervisor within twenty (20) school days after the Local becomes aware of the circumstances giving rise to the complaint. The informal discussion shall be completed within five (5) school days unless otherwise mutually agreed. Failing resolution of the complaint by informal discussion, the Local may lodge a grievance.

Step 2

If no settlement is reached the grievance(s) must be submitted in writing to the Director of Education or designate within ten (10) school days from the response from the principal, immediate supervisor or designate. Within ten (10) school days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Director of Education or designate. The Director of Education or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

Step 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of the response from the Director of Education or designate under the terms established in Section 49 of the Labour Relations Act (which may be amended from time to time) or under the terms established for arbitration pursuant to L18.7.

L18.3 Policy Grievance

The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A Policy Grievance shall be presented at Step 1 to the Union or the Director of Education. A policy grievance must be submitted within twenty (20) school days of the time the grieving party became aware of the circumstances or the relevant facts giving rise to the grievance. Within ten (10) school days of receipt of the grievance, a meeting will be held with the Union and Director of Education or designate. The appropriate party shall respond to the grievance in writing within ten (10) school days of the meeting. If no settlement is reached, the Union or Director of Education or designate may submit the grievance to arbitration within ten (10) school days of the response from the other party under the terms established for arbitration pursuant to L18.7.

L18.4 Any grievance which is not commenced or carried through to the next stage of the grievance procedure within the time specified shall be decreed to have been abandoned and no further action can be taken with respect to such grievance. The time limits specified in this Article may be extended by mutual agreement in writing between the Parties to this Collective Agreement. If the stipulated time limits are not met by the Party against whom the grievance is being lodged, the grievor or Party shall have the right to appeal the grievance to the next level of the procedure.

L18.5 Discharge Grievance

Where a teacher has received a termination notice for 'Just Cause', the Local, on behalf of the teacher may file a grievance within ten (10) school days of the written notice of termination.

L18.6 Grievance Mediation

Nothing in this Article precludes the Parties from mutually agreeing to Grievance Mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the timeline for Grievance Mediation to occur.

L18.7 Arbitration

- (a) Either Party may, after exhausting the grievance procedure, notify the other Party in writing indicating the name of its appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.
- (b) Notwithstanding the process in Clause L18.7 (a), the Parties may agree, in writing, to the appointment of a Sole Arbitrator for any grievance. Either Party may inform the other Party, in writing, of the intention to appoint a Sole Arbitrator. The recipient shall respond to the initiating Party within five (5) days. In the event that the Parties agree to a Sole Arbitrator, the Parties, shall, within five (5) days of the Agreement, attempt to select the Arbitrator. If they

are unable to agree, they will request that the Ministry of Labour appoint the Arbitrator.

(c) Decision of the Board of Arbitration or Sole Arbitrator

An Arbitration Board or Sole Arbitrator shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration or Sole Arbitrator shall be final and binding and enforceable on all Parties.

(d) Expenses of the Sole Arbitrator or Board of Arbitration

Both Parties agree to pay one-half (½) of the fees and expenses of the Sole Arbitrator or the fees and expenses of the Parties respective appointees and one-half (½) of the fees and expenses of the Chair of the Arbitration Board.

L19.00 JUST CAUSE

- L19.1 (a) No teacher shall be discharged, suspended or disciplined without Just Cause. Such cause shall be provided to the teacher in writing, within five (5) school days from the time the teacher is informed of such action.
- (b) Prior to the imposition of any discipline and except for exceptional circumstances there shall be a meeting between the teacher and the Board representative to discuss the matter. The Board representatives will advise the teacher about the nature of the meeting prior to the meetings. The teacher shall have the right to have a Union representative at the meeting. Reasonable notice of such meeting shall be given to the teacher with a copy to the Local President.

L20.00 PERSONNEL FILE

- L20.1 (a) Upon written request, a teacher or designated union representative shall have the right to examine a teacher's personnel file in the presence of a Board representative.
- (b) Upon request a teacher or designated union representative shall be entitled, without cost, to a copy of any materials contained in the teacher's personnel file.
- (c) Where there is a twenty-four (24) month period during which no letter of discipline has been entered on the file, all previous letters of discipline with respect to the teacher shall be destroyed at the request of the teacher.

Notwithstanding the foregoing, where the letter of discipline incident involves an interaction with a student of a physical or sexual nature it shall be maintained in a teacher's personnel file for a period of five (5) years. Thereafter, a letter of discipline shall not affect the teacher's standing and shall not be considered, relied upon or referred to for purposes of advancement, promotion or discipline.

- (d) A teacher shall be entitled to:

- (i) request correction of the personal information if the teacher believes there is an error or omission;
- (ii) require that a statement of disagreement be attached to the information reflecting any correction that was requested but not made; and
- (iii) require that any person or body to whom the personal information has been disclosed within the year before the time a correction is requested or a statement of disagreement is required, be notified of the correction or statement of disagreement.

L21.00 WORKING CONDITIONS

- L21.1 The Board shall ensure that the average size of its elementary school classes, in the aggregate, does not exceed 24.0 pupils. The Board shall determine the average size of its classes, in the aggregate, in accordance with the applicable legislation which may be amended from time to time.
- L21.2 In order to maintain the flexibility required to offer the best possible learning conditions, within the restraints outlined in Clause L21.1, the Superintendents of each Family of Schools, together with the Principals of the schools in the Family will decide on:
- (a) staffing for each school;
 - (b) class size;
 - (c) each teacher's timetable, which includes class(es) to be taught and other assigned duties normally associated with the operation of the school.
 - (d) By the second Tuesday in April, Principals will share with teachers a tentative staffing model for the upcoming school year, based on projected enrolment and allocations.
 - (e) Each teacher shall be notified of their tentative teaching assignment for the upcoming school year, by June 1st. Both parties recognize that such assignments are subject to change for operational reasons.
 - (f) Tentative information relevant to teacher assignments shall be provided to teachers no later than the last school day in June. Such information shall include, but not be limited to, class lists and classroom location. Both parties recognize that such information is subject to change due to operational reasons.
- L21.3
- (a) Each teacher shall have the right to forty (40) continuous minutes of free and uncommitted lunch break time.
 - (b) The Renfrew County District School Board recognizes that qualified teachers must be in charge of students while they are under the Board's jurisdiction.
 - (c) The Renfrew County District School Board requires each Principal to organize the teacher's timetables and responsibilities in such a manner that the requirements in (a) and (b) above are met. Where, in some schools, it is impossible at times for the Principal to make appropriate timetable

arrangements for noon-hour supervision with regular staff the Principal shall advise the Superintendent and, except as provided in (d) below, shall make arrangements to engage a suitable person to assist the supervising teacher with these duties.

- (d) In those cases where every reasonable effort has been made to engage a suitable person as provided for in (c) above and it has not been possible to engage such a suitable person, the Principal shall be deemed to have met the obligation contained in (c) above. In such cases the Principal shall consult with the Superintendent and advise the staff of the failure to obtain a suitable person.

- L21.4 (a) The Board shall ensure that each full-time teacher receives a minimum of two hundred and forty (240) minutes of preparation time per cycle of five (5) instructional days.
- (b) Preparation time shall be pro-rated for part-time teachers based upon the part-time teachers' percentage of full-time teaching assignment.
- (c) The preparation time provided in (a) and (b) above shall be during the instructional day as defined in Clause L21.9. Preparation time shall be scheduled in blocks of time not less than twenty (20) minutes. Principals are encouraged to schedule longer blocks of time when possible.
- (d) Both Parties recognize that it may not be possible to provide preparation time as provided in (a) and (b) above for all classroom teachers within the system. The Parties agree to ensure that lost preparation time is rescheduled, including where a teacher is required by the Principal to provide instruction during their scheduled preparation time for a teacher absent from work. Preparation time not provided during the week shall be rescheduled within ten (10) school days from the time the preparation time was not provided or as otherwise agreed upon by the teacher and the Principal. It is understood that teachers are not required to provide plans or lessons for their prep period.
- (e) Central office staff will ensure that the appropriate amount of preparation time as outlined in Clause L21.4 (a) and (b) is included in their schedule.
- (f) Preparation time shall be used for professional activities as determined by the teacher.
- (g) Professional activity days shall not be considered instructional days for the purpose of scheduling preparation time.
- (h) Notwithstanding the foregoing, existing provision or practices respecting preparation time which provide superior benefits to the provisions set out above shall be maintained at each school.
- (i) Teaching and supervision schedules shall be shared with the Union within ten (10) school days of the start of the school year. As new positions arise, the schedules for such positions shall be shared with the Union within five (5) school days of the position commencing. Corrections required to schedules will be submitted no later than ten (10) school days of requesting such information.

L21.5 Staffing Committee

The Board and the teachers agree to the following:

- (a) a Staffing Committee shall be established;
- (b) the members of the Staffing Committee shall be the Superintendent of Human Resources and the Local President or designates;
- (c) the Staffing Committee's mandate is class size as outlined in Clause L21.1;
- (d) the Board shall electronically provide the Union with school and class by class organization numbers for each school prior to the meeting specified in Clause L21.5 (f). The Board and the Union shall agree on the date on which the required data will be collected for each school.
- (e) the Staffing Committee shall meet to discuss solutions for teachers who have classes that are exceptional due to, but not limited to, class sizes and/or special needs students;
- (f) the Staffing Committee shall meet on September 15th each year, or on the next school day should September 15th fall on a weekend or holiday, and at other dates as mutually agreed upon.

- L21.6 (a) The school year shall not exceed the minimum number of days required by provincial legislation. The number of professional activity days shall be the maximum number allowed under provincial legislation. Any work performed outside of the school year shall be on a voluntary basis.
- (b) Effective in 2010-11, two (2) professional activity days will be designated for the purpose of assessment and completion of report cards at the elementary level: one (1) prior to the first reporting period and one (1) prior to the second reporting period. No more than two (2) professional activity days shall be designated in the new Collective Agreements for the purpose of assessment and completion of report cards at the elementary level.

L21.7 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 for consideration. Except for emergencies, all other meetings of staff shall be on a voluntary basis.

L21.8 A teacher who the Board assigns duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations. When travelling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the forty (40) minute lunch period. The foregoing should not apply to a teacher who applies to more than one (1) part-time

position.

L21.9 The Instructional Day shall be a maximum of three hundred (300) minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch, nutritional and recess break(s).

L21.10 Supervision Time

- (a) Supervision time shall be defined as the time teachers are assigned on the school supervision schedule to supervise students outside of the three hundred (300) minute instructional day as defined in Clause L21.9. For greater certainty, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and other assigned duties undertaken before the start of instruction in the morning, during the lunch or nutrition interval(s), during recesses or after the instructional day. Unless specifically assigned on the school supervision schedule, teachers shall not be required to perform supervision duties outside the instructional day as defined in Clause L21.9.
- (b) Effective April 1, 2009, the maxima of supervision minutes for elementary teachers will be eighty (80) minutes within each period of five (5) instructional days.
- (c) Part-time teachers shall have their instruction and supervision time pro-rated.
- (d) Supervision duties shall be distributed equitably within the school. The Principal shall consult with the teachers prior to finalizing the Supervision Schedule. The Supervision Schedule shall be available on the first day of school in September. The Parties recognize that changes to the Supervision Schedule may be made for operational reasons.

L21.11 No teacher shall be required to transport students in their own personal vehicle or any other vehicle.

L21.12 In each year of the Agreement, one (1) Professional Activity Day shall be designated for the purpose of parent-teacher interviews. A Principal will consult with teachers on staff to develop a schedule for parent-teacher interviews. Should interviews be scheduled on the evening prior to the Professional Activity Day, the Principal will consult with the teachers so that the interviews offered on the Professional Activity Day will be offered in either of the morning, the afternoon, or the equivalent of one-half (½) day during the day. During the block of time that interviews are not offered on the Professional Activity Day, the teachers are not required to be in the school. For clarity, on this day, one half day is equivalent to 150 minutes of interview time. In the event that a teacher does not work the evening prior, the teacher shall work the 300 minutes of interview time.

L21.13 (a) After an annual consultation with the staff, the Principal shall establish timelines for production of report cards; specifically, when teachers may begin working on report cards, when report cards are to be completed for review, and when they are expected to have them available to be printed and signed off by the Principal.

Teachers shall have access to report card software no later than one (1) month before they are due to the Principal.

- (b) After an annual consultation with the staff, which shall occur before teachers begin working on report cards, the Principal shall establish expectations for the report cards in the areas of content and next steps, clarify the format for the report cards identifying expectations such as proper paragraph format or point-form, the use of the child's name or pronouns, etc.
- (c) Should extenuating circumstances arise, established timelines should be reviewed with the teacher to discuss any difficulties in meeting the report card deadline and appropriate timeline modifications.
- (d) No teacher shall be required to complete more than the minimum number of report cards mandated by the Ministry of Education and by current practice as of April 24, 2009.
- (e) The Board shall make available, in electronic form, standard report card comments which are in accordance with Ministry requirements.

L21.14 Not Responsible for Diagnosis or Medication

Subject to any legislative requirement to the contrary, the Board shall not require any teacher to administer medication (excepting for out-of-school activities) or to perform any medical or physical procedure on any pupil. 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.

L21.15 The Board shall advise Principals to make provision for a washroom break for a teacher when no recess break is provided or when a teacher is assigned supervision during a recess break.

L22.00 SENIORITY LISTS

L22.1 Lists

- (a) By February 1st of each year, seniority lists shall be prepared by the Board, published and distributed as follows:
 - (i) two (2) copies to each school with one (1) copy to be posted for teacher viewing and the other copy to the Workplace Steward;
 - (ii) one (1) copy to the President of the Local;
 - (iii) one (1) copy to the Director, each of the Superintendents and each member of the Surplus and Redundancy Procedures Committee.
- (b)
 - (i) The listing will be comprised of teachers included under Clause L2.1.
 - (ii) Teachers receiving additional allowances under Clause L14.1 (a) and L14.2 (a) will be indicated with an asterisk (*). These positions are protected from the Surplus and Redundancy Procedures outlined in Article L25.00.

- (c) Three (3) separate lists shall be prepared as follows:
 - (i) A list of all teachers in order of seniority.
 - (ii) For each Family of Schools, a list of all teachers in order of seniority. Teachers not assigned to a school will for seniority purposes be assigned to schools by mutual agreement between the Union and the Board.
 - (iii) For each school, a list of all teachers in order of seniority.

L22.2 Ranking

Seniority ranking will be based on continuous service determined as follows:

- (a) Teachers who were included in the final seniority list for permanent teachers for 1997/98 will be listed in the order that they were shown on the 1997/98 list.
 - (b) Teachers who were included in the final seniority list for probationary teachers for 1997/98 will be listed below the teachers in (a) in the order that they were shown on the 1997/98 list.
 - (c) All other teachers will be listed below the teachers in (b) in order of the first day of paid employment.
 - (d) When the Board decides to make an Occasional Teacher a permanent teacher due to the unavailability of the teacher being replaced, the seniority date for the affected teacher shall be back-dated to the first day of continuous employment in the position. If the date of permanent appointment occurs following the date of the printing of the seniority list, the teacher's seniority placement shall occur at the end of the list of the teachers employed on the same date.
 - (e) Where two (2) or more teachers included in (c) have the same first day of paid employment, the seniority ranking for those teachers will be determined as follows:
 - (i) The teachers will be listed in order of the number of years of experience at the elementary level, recognized for salary purposes.
 - (ii) After the application of (i), if the tie still exists, the teachers will be listed in order of the number of years of experience at the secondary level, recognized for salary purposes.
 - (iii) In the event that a tie continues to exist, the names of the teachers tied will be drawn by a lot conducted jointly by the Parties and listed in the order that they are drawn.
 - (iv) This procedure will be applied only on the first occasion of the tie coming into existence.
- L22.3
- (a) Within ten (10) school days of the posting of the seniority lists in the schools, each teacher shall report, in writing, any discrepancies, omissions or errors to the Board's Human Resources Department together with supporting documents, i.e. Pension statement or any other pertinent documents.
 - (b) Within twenty (20) school days of the date of posting of the seniority lists in the school, the Board's Human Resources Department shall reply, in writing, to any

discrepancies, omissions or errors brought to its attention under Clause L22.3 (a).

- (c) Any teacher who brought discrepancies, omissions or errors to the attention of the Board's Human Resources Department under the provisions of Clause L22.3 (a) who is not satisfied with the response received under Clause L22.3 (b) or who received no response may seek further redress within the provisions of the grievance procedure (Article L18.00) of this Agreement (for this purpose the twenty first school day following posting of the seniority lists shall be deemed to be the day on which the teacher became aware of the circumstances giving rise to the complaint). Failure to pursue any discrepancy, omission or error within the time limits of Clause L22.3 (a) and Article L18.00 shall be deemed as acceptance of the correctness of the seniority lists.

L23.00 ACTING PRINCIPALS AND VICE PRINCIPALS

- L23.1 The Parties agree that a teacher may be appointed to the position of Acting Principal or Acting Vice Principal for a period not to exceed the current school year.
- L23.2 A teacher in the position of Acting Principal or Acting Vice Principal shall not participate in Teacher Performance Appraisals or impose discipline on teachers.
- L23.3 For the purpose of determining seniority, service in an Acting Principal or Vice Principal position shall be considered as continuous service within the bargaining unit.
- L23.4 The teacher shall not be permitted to more than two (2) such appointments during their career with the Board.
- L23.5 Unless otherwise mutually agreed, at the end of the term of appointment, the teacher shall, subject to surplus and redundancy procedures, return to their original position within the Family of Schools, unless otherwise mutually agreed.

L24.00 SURPLUS AND REDUNDANCY PROCEDURES COMMITTEE

- L24.1 Retirement Notice Prior to Staffing
A teacher, who intends to retire effective June 30th to August 31st, shall notify the Board in writing, no later than March 1st. Retirement notices received after March 1st may be accepted by mutual consent.
- L24.2 A Surplus and Redundancy Procedures Committee (S.R.P.C.) shall be established prior to January 1st of each school year. The Surplus and Redundancy Procedures Committee shall be composed of:
 - (a) up to three (3) Board representatives;
 - (b) up to three (3) Union representatives.
- L24.3 The Committee shall have access, through the administrator on the Committee, to all information pertinent to its consideration of redundancy or a surplus teacher situation, including but not limited to the following:
 - (a) current enrolment and forecasts of enrolment for the next and following school years;

- (b) demographic studies of the community or communities as they may be available;
- (c) forecasts of potential areas of redundancy and surplus situations by school;
- (d) records of past redundancies, surplus situations, transfers, and new hirings;
- (e) forecasts and all current information concerning staffing, including:
 - (i) teachers who have submitted notifications of retirement as per Clause L24.1;
 - (ii) teachers who have submitted notification of return from leave as per Clause L9.9 (a);
 - (iii) teachers who are eligible to reclaim their full-time entitlement as per Clause L25.10;
 - (iv) leaves approved by the Board as per Clause L9.9 (a);
 - (v) teachers requesting an increased assignment as per Article L10.00;
 - (vi) teacher requested transfers as per Clause L25.2;
- (f) revisions of seniority list.

L25.00 SURPLUS AND REDUNDANCY PROCEDURES

L25.1 Definitions

- (a) A "staff vacancy" for the purposes of this Article, is a vacant position within the Board which exists or will exist for the ensuing school year and to which no teacher has been assigned.
- (b) A "voluntary transfer", in accordance with Clause L25.2, shall mean any staff change, initiated by the teacher that fills a staff vacancy.
- (c) An "administrative transfer", in accordance with Clause L25.3, shall mean a transfer initiated by the Employer.
- (d) A "surplus teacher" is a teacher who has been identified by seniority and/or program needs as being surplus to the staffing requirements of a particular school, as determined by the application of the staffing provisions of this Agreement, for the ensuing school year.
- (e) A "redundant teacher" is a teacher who has been identified by seniority and/or program need as being potentially in excess of the staffing requirements of the Board, as determined by the application of the staffing provisions of this Agreement, for the ensuing school year.
- (f) "Program need", for the purposes of this Article, refers to qualifications in relation to Special Education or Core French/French Immersion/Extended French. If a school is entitled to staff for Special Education or French that exceeds 1.0 FTE, teachers shall be assigned to full-time positions before positions are split or combined with non-program need positions.

- (g) "Lay-off", for the purposes of this Article, shall occur when there is no teaching position available for a redundant teacher.
- (h) "Internal" refers only to those individuals who are teachers of the Elementary Teachers' Federation of Ontario – Renfrew County Teachers' Local.
- (i) "External" refers to individuals who are not teachers of the Elementary Teachers' Federation of Ontario – Renfrew County Teachers' Local.
- (j) "Surplus Leave of Absence" shall mean a leave of absence granted to a teacher who is taking a part-time leave for the subsequent school year in order to remain at their school when they have been determined to be partially surplus to their school. It is further understood that the teacher shall remain on that school list with their full entitlement for the subsequent school year's staffing process subject to surplus/redundancy.
- (k) "Surplus and Redundancy Procedures Committee" shall mean a committee as defined in Clause L24.2.

L25.2 Voluntary Transfer

- (a) Teachers who wish to be considered for voluntary transfer for the next school year shall apply in writing to the Superintendent of Human Resources, with a copy to the Local President, by March 1st of the preceding school year indicating the school and division.
- (b) Requests for voluntary transfers shall be considered as part of the surplus process, as set out below.

L25.3 Administrative Transfer

- (a) The transfer of teachers from one (1) family to another within the County shall be by mutual agreement of the Board and the teacher and there will be no penalty assessed against any teacher who declines.
- (b) The Board shall pay all reasonable moving costs plus a relocation allowance of up to \$300.00 to help pay for incidental expenses involved provided that the Board requested the teacher transfer. The transfer must be from one family to another within the County.
- (c) For the purposes of Clause L25.3, family shall be defined so that:
 - (i) McNab Public School is included in the same family as the schools in the Town of Arnprior;
 - (ii) Admaston Public School is included in the same family as the schools in the Town of Renfrew;
 - (iii) Rockwood Public School, and Beachburg Public School are included in the same family as the schools in the City of Pembroke;
 - (iv) Herman Street Public School, Pine View Public School, Valour JK-12, and Mackenzie Community School are included in a single family;
 - (v) Sherwood Public School, Palmer Rapids Public School, Killaloe Public School, Whitney Public School are included in a single family;

- (vi) Cobden Public School and Eganville Public School are included in a single family.
 - (d) No administrative transfer shall occur within the last one (1) year prior to a teacher's retirement as verified by a letter of intent from the teacher. Administration-initiated transfers shall be restricted to not more frequently than once in any three (3) year period.
 - (e) The teacher(s) to be transferred shall be notified by June 1st and one (1) school day will be a preparation day, free of teaching in the receiving school.
 - (f) The Board will consult with the Union prior to transferring a teacher within a family. Nothing precludes the transfer of a teacher at any time by mutual consent.
 - (g) The Board may administratively transfer a teacher to address program need up to September 30th. Prior to any administrative transfer, the Board will seek requests from teachers (inside or outside of the Family of Schools) wishing to be transferred. If no suitable requests are received, the teacher with the least seniority, with the required qualifications, shall be transferred to address the program need.
- L25.4 Should the Board reorganize its schools and classrooms in September to reflect actual enrollment, as opposed to projected enrollment, the reorganization shall be subject to this Agreement and the following shall apply:
- (a) Principals shall be informed of the reorganization and shall, within two (2) school days, hold a meeting of teachers at their school to explain the changes and invite confidential requests for transfer.
 - (b) Within five (5) school days of the above meeting, the Board shall reorganize based on teachers' requests. If no suitable requests are received, the teacher(s) shall be transferred, based on seniority, subject to program need as defined in Clause L25.1 (f)
 - (c) It is understood that the Employer may have the need to reorganize one of its schools during the school year in extenuating circumstances. If the Employer should find itself in such circumstances, the procedures for reorganization specified above shall also be followed.
- L25.5
- (a) The Board may administratively assign or transfer teachers to teach programs for which they possess specific qualifications, as defined in Clause L25.1 (f).
 - (b) The Board may deny a voluntary transfer due to program needs as defined in Clause L25.1 (f).
 - (c) It is understood that the Board will not assign, transfer or deny a request for transfer due to program need, as defined in Clause L25.1 (f), provided that the teacher has not been required to use said qualifications for seven (7) consecutive years.
 - (d) The Union acknowledges that the application of Clause L25.5 (c) may result in the declaration of surplus or redundancy of other teachers as per Clause L25.6 and Clause L25.8 and the external posting of a vacancy.

- (e) Teachers shall be exempted from being required to teach a program, as defined in Clause L25.1(f), after five (5) years of teaching in the area of program need if other staff are available in the Board to provide the program and when the following conditions have been met:
- The exemption is initiated by the specialty teacher involved; and
 - The teacher has applied annually, in writing, and no later than March 1st, to the Principal and appropriate Superintendent, with a copy to the Local President, requesting this exemption and outlining the reasons for this request.

L25.6 Surplus to School Declaration

- (a) Prior to the declaration of school surplus, the Principal shall determine which teachers are to be declared surplus on the basis of seniority and/or program needs as defined in Clause L25.1 (f). Where it is deemed that the needs of the school require the retention of a teacher with less seniority than a teacher declared surplus, the Principal shall provide an explanation to the teacher to be declared surplus and the President of the Local prior to the declaration of surplus. It is understood that a less senior teacher is only retained for program need when there is no one else on staff who is qualified to teach in the area of program need. Teachers may initiate the surplus leave clause at this point.
- (b) The list of surplus teachers will be provided to the President of the Local 15 instructional days prior to the date the SRPC is scheduled to meet. Teachers receiving additional allowances under Clause L14.1 (a) and Clause L14.2 (a) are protected from the Surplus Procedures.
- (c) Ten (10) instructional days prior to the date the SRPC is scheduled to meet, the Superintendent of Human Resources or designate will notify in writing each teacher in each school who is expected to be surplus to the staffing requirements of each school for September of the following year.
- (d) A teacher selecting a position must be qualified or undertake to become qualified prior to commencement of the position in accordance with regulations made under the Education Act. Special Education Part 2 will be required for self-contained special education classes when there are students with developmental delays on the classroom register. If the teacher fails to become qualified, they shall be declared redundant in accordance with L25.10, and shall be placed on the Recall List.
- (e) A teacher who has undertaken to become qualified for a position must provide written notification to the Superintendent of Human Resources, with a copy to the Local President, confirming their enrolment in the required course, no later than June 30th.
- (f) Prior to August 15th, the teacher shall provide proof of completion of the required course or proof of registration in a course that will finish prior to the start of the school year, identified in 25.6 (e) to Human Resources. A teacher who fails to complete the required course must provide written notification to the Superintendent of Human Resources, with a copy to the Local President, no later than August 15th. In the event that the teacher fails to complete the

course, the position previously assigned to the teacher will become a vacancy, and the teacher shall be declared redundant in accordance with Clause L25.10, and shall be placed on the Recall List.

- (g) Teachers with a current FSL assignment who have not met the conditions outlined in Clause L25.5 (e) may only choose a French position as part of the surplus/transfer process.
- (h) Surplus to school letters shall be rescinded when assignments are made in accordance with section Clause L25.7 or when letters of retirement, resignation, or leave requests are approved after notification of surplus and until the conclusion of the transfer/surplus procedure which will conclude on August 31st.
- (i) It is understood that for teachers who have been declared surplus as per Clause L25.6, the surplus to school designation shall be rescinded at the teacher's discretion, if a staff vacancy for which the teacher is qualified occurs at the work site where the teacher was declared surplus between the conclusion of the transfer surplus procedure and August 31st.

L25.7 Assignment of Surplus Teachers and Those Requesting Voluntary Transfers

- (a) Teachers who have requested a transfer under Clause L25.2, and whose request for transfer has not been withdrawn prior to April 30, as well as those who are surplus to school under section Clause L25.6, shall be placed on the same list in order of seniority. A teacher shall have a one-time opportunity to modify their request for voluntary transfer by making additions or deletions to their preferences prior to April 30. (Note: When April 30 falls on a weekend or holiday, the deadline is understood to be noon of the first work day following.)
- (b) Teaching positions that are available will be offered to the teacher from the list with the greatest seniority, subject to program needs and entitlement, according to one of the following criteria:
 - (i) the teacher has requested a transfer to that school/location;
 - (ii) the teacher is surplus to a school;
- (c) It is understood that when no vacancy exists in a teacher's Family of Schools, the more senior teacher within the family may choose to displace the least senior teacher in a Family of Schools of their choice and such notice of surplus shall be deemed to have been given.
- (d) It is understood that other teachers, i.e. those not on the list, are not eligible to apply for any open positions until the conclusion of this assignment process under Clause L25.7.
- (e) Teachers who are being offered an assignment under this process shall be contacted by phone at an appropriate time by the SRPC and the timelines in Clause L25.8 shall apply.
- (f) The transfer/surplus assignment process shall commence no later than the second week of June. This date may be modified by mutual agreement of both Parties. A list of available vacancies shall be provided via board e-mail at the end of the day prior to the SRPC meeting date.

- (g) (i) Teachers who were on part-time assignment shall not be offered greater than their entitlement at the time they were declared surplus; however, it is understood that they are entitled to the equivalent portion of any assignment that becomes available to them under the process. It is understood that if a teacher takes a portion of a vacancy (or displaced position as per (c) above), no more than two (2) teachers can be assigned to the value of the original vacancy (or displaced position as per (c) above).
- (ii) Teachers making a voluntary request for a transfer under Clause L25.2 who were on part-time assignment shall not be offered greater than their entitlement at the time this process begins; however, it is understood that they are entitled to the equivalent portion of any assignment that becomes available to them under the process. Teachers will have the capability to be placed up to their entitlement, but it is understood that if a teacher takes a portion of a vacancy (or displaced position as per (c) above), no more than two (2) teachers can be assigned to the value of the original vacancy (or displaced position as per (c) above).
- (h) The Superintendent of Human Resources or designate shall convene a meeting of the Surplus and Redundancy Procedures Committee as per Clause L25.7 (e) to offer teachers available positions in order of seniority and Clause L25.8 shall apply. Information meetings for teachers who have been declared surplus and/or redundant shall be scheduled during the week following said notifications, in order to communicate the process to be followed. The Board and Union shall determine the format of the meeting.

L25.8 Acceptance/Rejection of Assignment

- (a) Teachers whose transfer request has been matched, or teachers who accept a transfer shall, subject to seniority, have their divisional assignment guaranteed for a period of one school year unless a different divisional assignment has been mutually agreed upon, or unless there are extenuating circumstances requiring a reorganization.
- (b) For teachers who have requested a voluntary transfer, the transfer will be made, and no acceptance is required, if the transfer is a match with the requested school/location as well as the division/specialty request.
- (c) For teachers who have requested a voluntary transfer, and their proposed transfer matches the requested school/location but does not match the division/specialty request, the teacher must make a decision about acceptance of the transfer offer within 10 minutes.
- (d) For teachers who are surplus to a school, the decision to accept or refuse the proposed surplus assignment shall be made within 30 minutes.
- (e) Teachers who have requested a voluntary transfer, and have refused an offer under Clause L25.8 (c), shall retain their placement on the list until a vacancy occurs which is a match on both requested school/location and division/specialty, or until the assignment process is completed and it has been determined that the transfer cannot be accommodated.

- (f) Surplus teachers who have refused all assignments from the list of available teaching positions, along with teachers requesting a voluntary transfer who were not successful, shall be placed on the redundancy/transfer list according to seniority. It is understood that a surplus teacher who has not accepted a position as per Clause L25.8 and is placed on the recall list has waived their right to notification of redundancy as specified in Clause L25.9.

L25.9 Declaration of Redundancy

- (a) Redundancy occurs when the full-time equivalent number of teachers in the elementary panel exceeds the full-time equivalent number of teaching positions for the next school year.
- (b) Reductions in staff due to redundancy shall start at the bottom of the Seniority List with the least senior teacher and proceed up the ranked list, subject to program need as per Clause L25.1 (f).
- (c) The President of the Local will be provided with a copy of the list of potentially redundant teachers and teachers requesting a voluntary transfer fifteen (15) instructional days prior to the date the SRPC is scheduled to meet.
- (d) Ten (10) instructional days prior to the date the SRPC is scheduled to meet, the Superintendent of Human Resources or designate will notify in writing the teacher(s) whose employment may be terminated because of redundancy
- (e) Surplus teachers who have refused all assignments from the list of available teaching positions shall be placed on the redundancy list according to seniority. It is understood that a surplus teacher who has not accepted a position as per Clause L25.8 and is placed on the recall list has waived their right to notification of redundancy as specified in Clause L25.9. Teachers requesting a voluntary transfer who were not successful will be kept on the list until August 31st. On August 31st, it will be determined that the transfer cannot be accommodated.

L25.10 Lay-off/Recall

Following Clause L25.8 new vacancies shall be posted in accordance with Article L11.00 and subject to Clause L25.6 (i). Redundant teachers who apply for these positions, and who indicate in their application that they have Recall Rights, shall be placed based on seniority, qualifications, and entitlement. Postings for such positions shall highlight that teachers with Recall Rights must indicate this in their applications, and that teachers with Recall Rights will be placed subject to seniority, qualifications and entitlement. Where there are redundant teachers, positions that require FSL qualifications shall not be combined with non-FSL positions, but may be posted concurrently. The President of the Local shall be notified of placements as they occur. Teachers who have been declared redundant have rights to re-employment for three (3) school years following the school year in which they are declared redundant, and shall retain the following rights:

- (i) the right to be recalled on the basis of seniority and to be placed in a position for which the teacher is qualified or can become qualified before the teacher is required to assume the position as per Clauses L11.4, L25.6 (e), L25.10, L25.13.
- (ii) the right to retain their position on the seniority list as if there had been no interruption in service

- (ii) the right to retain sick leave credits held at the time they were declared redundant

L25.11 A teacher who has been declared redundant may use Special Leave with pay for job interviews and may extend their benefit coverage for a three (3) month period at the expense of the teacher.

L25.12 A teacher on lay-off who has achieved employment with another employer, and who accepts recall, will be allowed notice to that employer according to the Employment Standards Act.

L25.13 With the approval of the Superintendent, a teacher may agree to a part-time assignment on the understanding that they will retain their entitlement for the following school year. The agreement may be renewed on an annual basis.

L25.14 The Board and Local shall establish a joint committee with equal representation to consult on issues pertaining to elementary teachers in regard to school closure and consolidation.

The Parties agree that the staffing process for the consolidation of elementary schools as implemented during the 2004-2005 school year shall be attached to the Collective Agreement as Appendix B and shall continue in force subject to amendment from time to time as mutually agreed between the Parties.

L25.15 In the event of a school closure, the impacted teachers will be provided with surplus/redundancy notification and will be considered within the Surplus and Redundancy Procedures process under article L25.00.

L26.00 JOB SHARING, RECALL, AND SEVERANCE PAY

L26.1 Job Sharing

The Board supports the concept of job sharing as a means for dealing with redundancy under the following conditions:

- (a) the teacher who volunteers to share a job will receive a letter from the Board indicating that this is a one (1) year appointment and that the teacher will receive a full-time position for the next year;
- (b) job sharing shall normally be available only to permanent teachers. The Board, at its sole discretion, may allow a probationary teacher to participate.

L26.2 Severance Pay

- (a) Any teacher covered by this Agreement who has at least four (4) years of continuous service with the Board who has employment terminated because of redundancy shall be offered a severance allowance amounting to 2% of the highest salary earned in a school year in the employ of the Board for each year of service with the Board to a maximum of 20% of said highest salary earned within fourteen (14) calendar days of the termination of employment provided:
 - (i) that the teacher has applied for each position of which the teacher was notified in accordance with Clause L25.7 and for which the teacher is qualified, within the time limits as specified in Clause L25.10;

- (ii) that the surplus teacher has not been offered a position by August 15th.
- (b) Acceptance of a severance allowance removes the teacher from the provisions of Clause L25.10.

L27.00 EXCHANGE PROGRAMS, SECONDMENTS, AND OVERSEAS TEACHING ASSIGNMENTS

L27.1 The Board supports the following types of exchange programs, secondments, and overseas teaching assignments:

- (a) In-County exchanges;
- (b) In-province exchanges;
- (c) Ministry of Education Exchange Program;
- (d) Faculty of Education;
- (e) C.U.S.O. assignments and Department of National Defence assignments;
- (f) Secondments.

L27.2 In-County Exchanges

Teachers may arrange exchanges between two (2) positions in the County provided the Superintendents concerned support this exchange. For purposes of the seniority list and redundancy procedures, the teachers concerned will still be considered as part of the original Family of schools.

L27.3 In-Province Exchanges

Teachers may arrange exchanges between schools in the province provided that the Superintendent supports this exchange. The teachers making the exchanges shall continue to be paid by their original employing Boards (responsibility allowances will be paid only if the teachers also exchange similar responsibilities).

L27.4 For in-county and in-province exchanges application must be made to the Board not later than March 15th for exchanges which will take effect the following September 1st. An exchange shall normally be for one (1) year.

L27.5 Ministry of Education/Other Exchange Programs

- (a) Interested teachers must apply to the Board not later than the November 1st prior to the school year in which the exchange will take effect. The Board shall reply to the application not later than December 1st of the same year.
- (b) For the exchange to take effect, the Board must have been advised of the completion of all necessary arrangements for the exchange not later than four (4) months prior to the date on which the exchange commences.
- (c) The applicant teacher must fulfil all the conditions set down by the Ministry of Education in its annual exchange teaching memorandum.
- (d) The salary which the Board will pay its own employee teacher while on exchange will be the salary the teacher would have received had the teacher not been on exchange (responsibility allowances will be paid only if the teachers also exchange similar responsibilities) and the Board will make the normal deductions as follows:
 - (i) Pension

Income Tax
Long Term Disability - (if applicable)

Benefits under the ETFO ELHT will be offered in accordance with the ELHT rules and regulations.

L27.6 C.U.S.O. and Department of National Defence Assignments

The Renfrew County District School Board approves, in principle, lending its teachers to developing nations or the Department of National Defence on the following conditions:

- (a) interested teachers must apply to the Board not later than December 1st for leave which takes effect the following September;
- (b) the teacher will be paid by C.U.S.O. or the Department of National Defence during this assignment.

L27.7 Secondments

The secondment of a teacher to an organization external to the Board requires the approval of the teacher, the Board, and the outside organization. While on an approved secondment, the teacher shall continue to be an employee of the Board.

L27.8 There may not be more than 4% of the elementary staff on assignment as outlined in Clauses L27.3, L27.5, L27.6 and L27.8.

L27.9 The Board must approve any specific exchange or overseas teaching assignment before it is granted.

L27.10 Prior to approving any of the exchanges, secondments or teaching assignments outlined in Clause L27.1, the Board will examine the seniority lists and the probable redundancy situation to ensure that no candidate for these positions would be declared redundant during the period of exchange, secondment or overseas teaching or in the year immediately following such exchange, secondment or overseas teaching assignments. Notwithstanding the above, teachers on exchanges, secondments or overseas teaching assignments are subject to redundancy procedures during the exchange, secondment or overseas teaching assignment and in the following years.

L27.11 Teachers involved in exchanges, secondments or on overseas teaching assignments as outlined in Clause L27.1 will continue to accrue seniority.

L28.00 X OVER Y PLAN

L28.1 Purpose

Under this plan a participating teacher agrees to work for a period of time at less pay than that teacher would have received based upon category placement, years of experience and any applicable allowances. In return the Board agrees to grant the participating teacher a leave with pay.

L28.2 Eligibility

Any permanent teacher with the Board is eligible to participate in this plan.

L28.3 Applications

- (a) A teacher wishing to participate in this plan must submit a written application to the Superintendent on the administering committee not later than the January 15th preceding the school year in which the teacher wishes to enter the plan.
- (b) The application must describe the individual scheme as to number of years of participation, the amount by which the regular pay will be reduced for each non-leave year of the plan and the year in which the leave is to be taken.
- (c) Each teacher submitting an application to participate in this plan shall be sent by March 31st written or electronic confirmation of acceptance of the individual scheme or a written explanation of the reasons for the rejection of the individual scheme.

L28.4 Conditions for Acceptance

- (a) No individual scheme will be recommended for acceptance if as a result more than 4% of the teaching staff projected for the year in which the leave would be granted would as a result be on leave under this plan.
- (b) No individual scheme will be recommended for acceptance if the participating teacher will have less than three (3) years full-time experience (or equivalent part-time experience) with the Board when the leave will be granted.
- (c) No individual scheme will be recommended for acceptance if the amount by which the regular pay will be reduced for the non-leave portion of the individual scheme following the termination date of the leave is not expressed as the amount to repay funds advanced, interest on said funds and permitted charges in relatively uniform instalments.
- (d) No individual scheme will be recommended for acceptance if the administering committee is of the opinion that the teacher is likely to be redundant before completion of the individual scheme.
- (e) No individual scheme will be recommended for acceptance if the individual scheme does not commence on September 1st of one (1) year and terminate on August 31st of a subsequent year. Normally, an individual scheme shall be between two (2) and five (5) years in duration.
- (f) No individual scheme will be recommended for acceptance if the applicant has not yet fulfilled the conditions for some previously granted form of leave (e.g. Sabbatical).
- (g) No individual scheme will be recommended for acceptance unless the deduction amount is at least 10% of salary and below the maximum established by Canada Revenue Agency rules.

L28.5 Contract

- (a) Each participating teacher shall execute a contract with the Board wherein are set out the terms and conditions of participation in the plan.
- (b) The contract must be executed by May 1st or the teacher shall be deemed to have withdrawn the application to participate in the plan.

- (c) This contract shall be enforceable between the teacher and the Board as though it were a part of this Collective Agreement.
- (d) The contract may be amended from time to time by mutual agreement provided the amendments affect neither the length nor the starting date of the leave, they are made prior to the June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.
- (e) The contract may be amended from time to time by mutual agreement with respect either to the length or the starting date of the leave provided the amendments are approved by the administering committee and the Board.
- (f) The administering committee will receive a copy of the contract and any amendments which may be subsequently made.

L28.6 Leave

- (a) Leaves granted under this plan shall normally commence on September 1st of one year and end on August 31st of the following year. Partial year leaves ending on January 31st or August 31st may also be considered, subject to operational requirements.
- (b) A leave under this plan shall be granted, subject to the Board being able to hire a suitable replacement, for the period set out in the individual scheme.
- (c) During a leave granted under this plan, fringe benefits, subject to the requirements and provisions of the insuring companies, will be maintained by the Board with the premiums being fully paid by the teacher.
- (d) Sick leave credits may be neither accumulated nor utilized during a leave granted under this plan.

L28.7 Return from Leave

- (a) Subject to the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to the school taught in immediately prior to the leave.
- (b) Subject to declining or changing enrolment patterns and the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to any position of responsibility held immediately prior to the leave.
- (c) Upon return from a leave granted under this plan a participating teacher shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.

L28.8 Payment

- (a) During non-leave portions of the individual scheme, the participating teacher shall be paid normal grid salary and allowances less the amount set out in the individual scheme by which the participating teacher's normal grid salary and allowances are to be reduced.
- (b) During the non-leave portions of the individual scheme which precede the commencement of the leave, the amount by which the participating teacher's

normal grid salary and allowances are reduced (i.e. the amount set out by the participating teacher) shall be placed in trust with a chartered bank, trust company, credit union or such other recognized financial institution selected by the administering committee and interest earned thereby shall accrue to the benefit of the trust.

- (c)
 - (i) During the non-leave portions of the individual scheme which follows the termination of the leave, the amount by which the participating teacher's normal grid salary and allowances are reduced (i.e. the amount set out by the participating teacher) shall be paid to the account of the administering committee and used to pay back the principal amount advanced to the Board in payment for the leave period and any accrued interest.
 - (ii) The amount by which the participating teacher's normal grid salary and allowances are reduced for any one (1) school year shall be based on a reasonable estimate of the amount required to pay back the amount remaining at the beginning of that school year of the principal amount advanced to the Board in payment for the leave period and any accrued interest, taking into account both current and projected interest rates.
 - (iii) If at the end of the non-leave portion of the individual scheme which follows the termination of the leave, the principal amount advanced to the Board in payment for the leave period and any accrued interest has not been fully paid, the participating teacher shall be responsible for payment of the balance outstanding forthwith
 - (iv) If at the end of the non-leave portion of the individual scheme which follows the termination of the leave, the amount by which the participating teacher's normal grid salary and allowances proves to be more than that required to pay back the principal amount advanced to the Board in payment for the leave period and any accrued interest, the over deduction shall be returned to the participating teacher forthwith.
- (d) During the leave portion of the individual scheme, the participating teacher shall be paid an amount which consists of the sum, if any, accumulated in the trust including accrued interest thereon plus such additional amount as may be borrowed and repaid by the amount by which the participating teacher's normal grid salary and allowances are reduced during the non-leave portions of the individual scheme which follow the termination of the leave. Interest accumulated in the trust will be paid to the participating teacher in accordance with Revenue Canada regulations.
- (e) During participation in the plan, the participating teacher shall be paid on those dates and in the amounts established by Article L17.00.
- (f) Provided the Board offers "Direct Deposit" under Clause L17.1 (b), during the leave portion of the individual scheme, the participating teacher's cheque will continue to be deposited. If for any reason the Board ceases direct deposit under Clause L17.1 (b), the participating teacher's cheque will be deposited by mail to the same bank to which direct deposit was previously being made.

L28.9 Withdrawal, Redundancy and Death

- (a) A participating teacher may not withdraw from the plan on or after March 15th of the year in which the leave is to commence.
- (b) A participating teacher may withdraw from the plan at any time prior to March 15th of the year in which the leave is to commence by delivering written notice of withdrawal to the Superintendent on the administering committee.
- (c) A participating teacher who becomes redundant prior to the commencement of leave under this plan shall be deemed to have withdrawn from the plan.
- (d) A participating teacher who withdraws from the plan under the circumstances of (b) or (c) shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of withdrawal.
- (e) The estate of a participating teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the administering committee.
- (f) A participating teacher who becomes redundant after the commencement of leave under this plan shall receive any amount remaining in the trust including accrued interest. The participating teacher remains obligated to repay any amounts received in excess of the sum accumulated in the trust including any interest thereon.
- (g) The estate of a participating teacher who dies after commencement of leave under this plan shall receive any amount remaining in the trust including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the administering committee.

L28.10 Deferral of Leave

- (a) If a suitable replacement for a participating teacher cannot be hired by the Board, the Board may defer the year of the leave. In such a case the Board shall give the participating teacher written notice at least three (3) months before the date on which the leave was to commence.
- (b) In such a case, the participating teacher may choose to withdraw from the plan or remain in the plan by giving the Superintendent on the administering committee written notice of intent within ten (10) days of notification of deferral of leave.
- (c) Where the teacher chooses to remain in the plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain on the plan or the teacher shall be deemed to have withdrawn from the plan.
- (d) Where the teacher chooses to remain in the plan the money in trust shall continue to accrue interest.

L28.11 Administering Committee

- (a) The plan shall be administered by a committee consisting of:
 - one (1) representative of E.T.F.O.;

- one (1) representative of the Board;
- one (1) Superintendent of Human Resources.
- (b) (i) The administering committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved, or that it has no recommendation.
- (ii) In screening the applications the administering committee shall consider the needs of the applicant's school, the numbers expected to be on leave under this plan in the year a leave is requested and, subject to Clause L28.4, any other factors it considers relevant.
- (iii) The recommendations of the administering committee shall be made to the Board in such time for the Board to be able to deal with them at a regular meeting of the Board prior to March 1st.
- (c) (i) Throughout a teacher's participation in the plan, the control of the trust established by Clause L28.8 (b) shall be vested solely in the administering committee on behalf of the participant.
- (ii) The administering committee shall be responsible for the choice of chartered bank, trust company, credit union or other recognized financial institution to which the money held in trust shall be paid.
- (d) (i) The administering committee shall be responsible for arranging for the borrowing of funds where such is required by Clause L28.8 (d).
- (ii) Where the administering committee arranges for borrowed funds, it shall also arrange for insurance against the death or default of the participating teacher and the cost of this insurance shall be included in the cost of the borrowed funds.
- (iii) Where the administering committee is unable to arrange for insurance against death or default, the participating teacher may make other appropriate arrangements for securing the borrowed funds by providing an irrevocable letter of credit sufficient to cover any amounts owing.
- (iv) Where one (1) or more of the conditions outlined in Clauses L28.11 (d)(ii) and (iii) cannot be met by March 1st, the administering committee shall be absolved from its obligations under Clause L28.11 (d)(i). In this case, the contract between the teacher and the Board shall be deemed to have been amended so as to eliminate the portion of the individual scheme following the termination of the leave.
- (e) During the leave portion of an individual scheme, the administering committee shall arrange for payment to the Board, in advance of the Board making payment to the participating teacher, the amounts set out in Clause L28.8 (d).
- (f) The administering committee shall carry out such steps as it considers necessary to ensure participating teachers are aware of their rights and privileges under the Teachers' Pension Act and the Income Tax Act.

- (g) The administering committee shall be responsible for carrying out all other functions assigned it by this Article.

L29.00 HEALTH AND SAFETY

- L29.1 The Board recognizes its obligation to provide a safe and healthy environment for employees to carry out all duties and obligations under the Occupational Health and Safety Act and its regulations. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

L30.00 HARASSMENT

- L30.1 It is the Board's obligation to ensure that every teacher is free from harassment in the working environment. This obligation encompasses harassment on the part of employees, volunteers or any other person on Board property or engaged in Board-sponsored activities or in any other work-related activities.

L31.00 TEACHER PERFORMANCE APPRAISALS

- L31.1 The Board will utilize Ministry approved programs and guidelines related to performance appraisals, where applicable.
- L31.2 No member of the bargaining unit shall make judgements about a teacher's performance for the purpose of the Teacher Performance Appraisal.
- L31.3 When a teacher receives a Performance Appraisal which is rated unsatisfactory the Board shall, with the written permission of the teacher, notify the Bargaining Unit President.
- L31.4 For a teacher who has received two consecutive Performance Appraisals with an over-all rating of unsatisfactory, a grievance may be filed in accordance with Article L18.00.
- L31.5 The Local President shall be provided with a list of teachers being appraised under the Teacher Performance Appraisal for that year ten (10) school days after Ministry guidelines allow for the appraisals to be sent out. Updates shall be provided as they occur.
- L31.6 Information gathered through surveys, district reviews, program assessments, and classroom visits by LNS, Ministry officials, etc., shall not be used in an individual teacher's performance appraisal.

L32.00 PEER COACHING AND MENTORING

- L32.1 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.
- L32.2 In any mentoring arrangement undertaken pursuant to the requirements of the Education Act, should either a new teacher or an experienced teacher who is acting as a mentor to a new teacher decide that the mentoring relationship is not operating in a


successful manner, a different mentor will be found for the new teacher. There shall be no reprisals for either party in the event of such a decision.

Dated in Pembroke, Ontario this 5th day of December, 2024.

For the Union:

For the Board:





Michelle Gougeon

APPENDIX A – TRAVEL ALLOWANCE

1. All teachers on authorized Board business will be paid travel allowance in accordance with current Board Policy, which may be amended from time to time. Authorized Board business will be defined to include teachers attending meetings within the county at the request of senior administrative staff but excluding the following:
 - meetings held on official professional activity days,
 - meetings held during July and August for the purposes of Summer Institutes.

2. All teachers on authorized Board business travelling outside the County will be paid travel allowance in accordance with current Board Policy. Please refer to the Board Policy for current rates.

LETTER OF UNDERSTANDING #1

BETWEEN

The Elementary Teachers' Federation of Ontario, Renfrew Teachers' Local,

(hereinafter "the Union")

-and-

Renfrew County District School Board

(hereinafter "the Board")

Re: Rural and/or Remote Locations

WHEREAS the Board and the Union are parties to a collective agreement; and

WHEREAS Article 25 of the collective agreement provides for provisions in regards to staffing procedures.

NOW, THEREFORE the parties agree on a without prejudice and without precedent basis that;

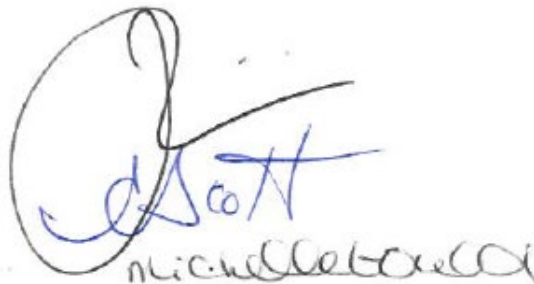
In the case of the rural and/or remote locations of Mackenzie Community School, Whitney Public School, Palmer Rapids Public School, Killaloe Public School, and Sherwood Public School where positions of 0.30 FTE or less are due to be posted, the Parties will meet to discuss the potential implications of splitting positions of 0.3 FTE or less and may, if the parties mutually agree, determine that the position in question will not be split.

Dated in Pembroke, Ontario this 5th day of December, 2024.

For the Union:

Handwritten signatures in blue ink for the Union. The signatures are somewhat stylized and overlapping, with some legible parts like 'K...'. There are three distinct signatures.

For the Board:

Handwritten signature in blue ink for the Board. The signature is large and stylized, with a large loop at the top. Below the signature, the name 'nic. wellington' is written in a smaller, more legible font.

LETTER OF UNDERSTANDING #2

BETWEEN

The Elementary Teachers' Federation of Ontario, Renfrew Teachers' Local

(hereinafter 'the Union')

-and-

Renfrew County District School Board

(hereinafter 'the Board')

Re: Surveys

This letter of understanding replaces the April 23, 2010, Minutes of Settlement.

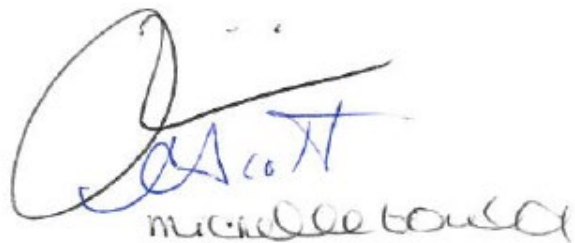
The Board and the Federation agree that surveys to be completed by teachers will be completed in staff meetings, on PA days or during provided release time.

The Board agrees that no information derived from surveys of parents or students will be used in a teacher's evaluation.

Dated in Pembroke, Ontario this 5th day of December, 2024.

For the Union:

For the Board:



LETTER OF UNDERSTANDING #3

BETWEEN

The Elementary Teachers' Federation of Ontario, Renfrew Teachers' Local

(hereinafter "the Union")

-and-

Renfrew County District School Board

(hereinafter "the Board")

Re: Personal Special Leave Day

For the duration of the 2022-2026 Collective Agreement, one (1) of the five (5) special leave days provided for under L9.3 in the agreement may be used as per the following:

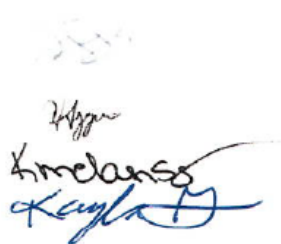
1. Each member shall be entitled to one (1) school day per year for the purpose of attending to a personal matter. Application for the leave will be made ten (10) school days in advance, as per the special leave guidelines. Approval is contingent on absence forecasting. Approval will also be made at the sole discretion of the Human Resources Superintendent, or designate. A reason will not be required for the leave. However, in a circumstance where a personal day may be denied due to absence forecasting, with the provision of a reason, the Human Resources Superintendent, or designate, may reconsider their decision.
2. Requests for the one (1) personal special leave day will not normally be for the first week or last week of the school year, prior to or after a long weekend, EQAO days, Professional Development Days, or the week before or after Winter Break or March Break.
3. Personal Leave shall be taken as a full day.

This Letter of Understanding expires August 31, 2026.

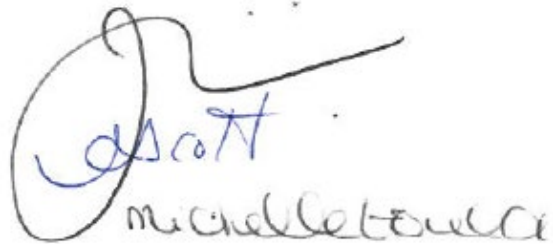
Dated in Pembroke, Ontario this 5th day of December, 2024.

For the Union:

For the Board:



Handwritten signature in blue ink, appearing to read "Kimelanso".



Handwritten signature in blue ink, appearing to read "Michelle Bourcier".