



Revised: January 1, 2017

COLLECTIVE AGREEMENT

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

ETFO – RENFREW COUNTY ELEMENTARY TEACHERS

**FOR THE SCHOOL YEARS
2014-2017**

(Subject to errors and omissions)

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PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

- a) The parties to the collective agreement are the school board and the employee bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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*, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, 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*, 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*, 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* 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 “Central Parties” shall be defined as the Ontario Public School Boards’ Association (OPSBA) and the Elementary Teachers’ Federation of Ontario (ETFO).
- c) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- d) 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 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The Teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.
- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by two percent (2%) if they chose the early gratuity payout.

C6.00 BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement #6. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the “Participation Date”.

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees’ Participation Date in the Trust.

Post Participation Date, the following shall apply:

C6.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.

C6.2 Cost Sharing

- a) With respect to the funding in C6.1a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C6.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C6.4 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.

- C6.5** Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C7.00 SICK LEAVE

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.

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 paragraph 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 his/her full FTE without absence due to illness.

Note: Teachers returning to school in accordance with the provision of d) iii prior to January 1, 2017 will continue to be entitled to the sick leave benefits in place prior to the Kaplan Aware for the duration of the 2016-2017 school year.

- 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 his/her 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 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.

Note: Teachers returning to school in accordance with the provision of d) iv prior to January 1, 2017 will continue to be entitled to the sick leave benefits in place prior to the Kaplan Aware for the duration of the 2016-2017 school year.

- 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 his/her 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 Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. 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 his/her position. Where this is required, such information shall include his/her 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.

C8.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C8.1** 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.
- C8.2** 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.
- C8.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C8.4** 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.

C9.00 MINISTRY/SCHOOL BOARD INITIATIVES

ETFO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

C10.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C10.00, 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.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care 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*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- 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 and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Family Medical Leave or Critically Ill Child Care 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 E.I. 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 E.I. 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 E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C11.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit 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 she has applied for and is in receipt of employment insurance 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 Christmas breaks etc.). Payment shall be made to the teacher in accordance with the Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

C12.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

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

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

AND

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

RE: Sick Leave

The parties agree that any current 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, 2014.

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.

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

The parties agree that it is critical that the process to gain long-term occasional assignments and permanent positions be fair and transparent.

1. The parties and the Crown agree that hiring for long term occasional and permanent positions shall be as set out in Regulation 274 under the Ontario Education Act. Regulation 274 remains in force.
2. The parties agree to meet to further discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.
 - a. The Committee shall address the following issues, including but not limited to:
 - i. the size of the LTO list
 - ii. the number of interview cycles
 - iii. the interview process
3. The parties agree to the following provisions for the term of this collective agreement:
 - a. Following the interview to the LTO List, unsuccessful candidates who make the request shall be debriefed within thirty (30) days of the interview and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.
 - b. The local parties may, if they choose, negotiate a capped roster.
 - c. A relocating permanent Teacher who has been employed by a public school board in Ontario may apply to another Board to be placed on the LTO List and shall be granted an interview.
 - d. Where an occasional teaching assignment extends beyond the number of LTO threshold days identified in the local collective agreement, the Board may continue the occasional teacher in the assignment if the teacher is qualified and is on the LTO list, unless the local parties have mutually agreed otherwise.

e. Information Disclosure to the Occasional Teacher Local Unit

The Board shall provide the following information to the Union, upon request, as it relates to the Long Term Occasional Teacher List, Long Term Occasional Teacher assignments, and permanent teaching positions:

- i. the job posting at the time the posting is circulated in the system;
- ii. the job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
- iii. names of successful applicants.

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Occasional Teacher Ability to Lock the Classroom Door

School boards will achieve the compliance level regarding Occasional Teacher ability to lock and unlock the classroom door as set out in the Provincial Model for a Local Police/School Board Protocol (2015) by December 31, 2015.

ETFO may raise the failure to comply with the Central Labour Relations Committee.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Employment Insurance (E.I.) Rebate

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo for this round of bargaining.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Special Education Committee

The parties agree to establish a committee comprised of representatives from ETFO, the Ministry of Education and school board leadership in the area of special education. Additional representatives may be invited as resources to the committee as needed. The committee will discuss current issues as identified by the parties related to supporting students with special education needs.

The committee shall meet regularly commencing no later than November 30, 2015 and recommendations will be made to the Minister of Education by April 30, 2016. Terms of reference will be jointly developed to inform the scope of discussions and recommendations.

LETTER OF AGREEMENT #6

BETWEEN
The Ontario Public School Board Association
(hereinafter called 'OPSBA')
AND
The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')
AND
The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, shall establish an ETFO Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to as the 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements").

It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date". The Trustees, as defined in 2.1.0, shall cooperate with other Trusts and school boards (hereinafter, the "Board") to move all employee groups into the Trust(s) at the same time.

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of agreement will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties and will remain in effect until August 31, 2020.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by trustees appointed by the ETFO and trustees appointed by OPSBA and the Crown acting together;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust in accordance with s. 3.1.1 by entering into an agreement with the Trustees that requires the group to pay for all benefits and administrative costs related to the creation, establishment and operation of a benefits plan for that group. The Trustees, as defined in 2.1.0, will develop an affordable and sustainable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2 The appointed independent experts will:
 - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 All voting requires a simple majority to carry.
- 2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other 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 or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

- 4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 Upon the Board's participation date:
- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily occasional teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
 - ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
 - iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
 - iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
 - v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.
- 4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:
- i) there is an in-year deficit,
 - ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,
- then the in-year deficit in i) would be paid by the Board associated with the deficit.
- 4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for occasional teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
 - ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.
- 4.1.5 The Trust shall determine employee co-pay, if any.
- 4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where

they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-up Costs

- 4.2.1 The Government of Ontario will provide:
 - a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
 - b) A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Board(s)" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
- a) Validation of the sustainability of the respective Plan Design;
 - b) Establishing member contribution or premium requirements, and member deductibles;
 - c) Identifying efficiencies that can be achieved;
 - d) Adopting an Investment Policy; and
 - e) Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b) Fund claims stabilization or other reserves;
 - c) Improve plan design;
 - d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e) Reduce member premium share.

- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a) Use of existing claims stabilization funds;
 - b) Increased member share premium;
 - c) Change plan design;
 - d) Cost containment tools;
 - e) Reduced plan eligibility; and
 - f) Cessation of benefits, other than life insurance benefits.
- 5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 5.2.5 The Trust shall provide “trustee liability insurance” for all Trustees.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

7.0.0 PAYMENTS

- 7.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that funding the amount provided for the benefits of the Trust must be provided to the Trust in accordance with the Letter of Agreement.

8.0.0 ENROLMENT

- 8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new teachers/members within a reasonable amount of time from their acceptance of employment.
- 8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

- 8.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 8.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

9.0.0 ERRORS and OMISSIONS

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board office during regular business hours upon 30 days written notice.

10.0.0 CLAIMS SUPPORT

- 10.1.0 Each Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 10.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

11.0.0 PRIVACY

- 11.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

APPENDIX A – HRIS File

Each Board shall provide to the Trustees of the ETFO ELHT directly, or provide authorization through its Insurance Carrier of Record to gather and provide to the Trustees, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the ETFO ELHT and the employer representatives:

- a) complete and accurate enrollment files for all members, member spouses and eligible dependents, including:
 - i. names
 - ii. benefit classes
 - iii. plan or billing division
 - iv. location
 - v. identifier
 - vi. date of hire
 - vii. date of birth
 - viii. gender
 - ix. default coverage (single/couple/family)
- b) estimated return to work dates
- c) benefit claims history as required by the Trustees
- d) list of approved pre-authorizations and pre-determinations
- e) list of approved claim exceptions
- f) list of large amount claims based on the information requirements of the Trust
- g) list of all individuals currently covered for life benefits under the waiver premium provision
- h) member life benefit coverage information

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

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 2008-12 local collective agreements, subject to modifications made during local bargaining in 2013. 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*.

Issues:

1. Student Supervision
2. Central Issues as they affect Occasional Teacher Workload
3. Days to Long Term Occasional
4. Formula for Daily Rate
5. Other Direct Compensation
6. Class Size for All Grades
7. Staffing Levels
8. Teaching Principals and Vice-Principals
9. Return to the Teacher Bargaining Unit
10. Job Security
11. Preparation Time
12. Scheduling of Professional/Learning/Development, mandatory training
13. Staff Meetings

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Status Quo Central Items Requiring Amendment and Incorporation

The following four central issues have not been modified during this round of collective bargaining and remain status quo. These provisions must be incorporated by local parties to align the terms of the 2012-14 MOU provisions with previously existing local terms. Below please find specific direction for local parties to ensure that the entirety of the provision is contained in the collective agreement, eliminating the need to refer to previous source documents.

L9.1 Short Term Paid Leaves

2014-17 collective agreement terms shall incorporate the short term paid leave of absence provisions in the 2008-12 Collective Agreement and including modifications made during local bargaining in 2013, that utilized deduction from sick leave, for reasons other than personal illness. Such leaves shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Provisions should reflect any local limits to these leaves that were in place. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

L9.2 Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If Teachers/Occasional Teachers were entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

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

L9.3 Pregnancy Leave Benefits

Where superior provisions exist, as a result of the meshing of the 2012 MOU with any superior provisions that existed in the 2008-2012 collective agreements, they must be incorporated into the

common central provisions in Article 11.2 of Part A of this agreement and the resulting article placed in Part B of this agreement.

L9.4 Salary, Wages and Direct Compensation

Provisions related to salary, wages and direct compensation remain status quo to those in effect on September 1, 2014 except as amended by the Memorandum of Settlement between the parties dated November 2, 2015.

The four issues identified above shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

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. 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 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 any data relevant to the negotiations and administration of this Agreement.
- L7.4 Within forty-five (45) days of the signing of the Agreement, the Board agrees to provide each Workplace Steward with two (2) copies of this Agreement, the Union President with ten (10) copies, new teachers with one (1) copy and to provide each teacher 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
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 within two (2) months of the ratification of the Collective Agreement.

- (b) Newly hired teachers shall be provided with a Benefits Booklet at the time of hire. The Board agrees to provide each Workplace Steward with two (2) copies of the Benefits Booklet and the Local President with ten (10) copies. Access to the Benefits Booklet as updated by the Benefit Carrier shall be electronically available to teachers.
- (c) Coordination of benefits shall be available in the benefit plans in accordance with Policy Number 47908 through Ontario Teachers Insurance Plan (OTIP).

L8.2 Administration

- (a) Participation in the following benefit plans shall be a condition of employment for teachers:
 - (i) Basic Group Life Insurance, including Accidental Death and Dismemberment and Basic Travel Plan;
 - (ii) Dependent Life Insurance;
 - (iii) Extended Health;
 - (iv) Dental.
- (b) Participation in the following benefit plans shall be optional for teachers:
 - (i) Optional Life Insurance;
 - (ii) Optional Dependent Life Insurance.

- L8.3 (a) Subject to the conditions of the insurance underwriters, a teacher who retires from the Board prior to age sixty-five (65) may retain coverage under the Group Life Insurance Plan and the Supplementary Medical and Semi-Private Hospital Plan, provided the teacher had coverage at the time of retirement, until the teacher attains the age of sixty-five (65) years. The retired teacher must pay, in advance, subject to Board policy, the full premium cost to maintain participation and coverage under the group contract.
- (b) Notwithstanding Clause L8.4 (a), for teachers who retire after August 31, 2005, retiree benefits shall not be included in the teacher benefit pool and the premium costs for that retiree group shall be based upon the rating for that group.

L8.4 Life Insurance, Accidental Death and Dismemberment

- (a) The cost of premiums for the \$50,000 Basic Group Life Insurance including Accidental Death and Dismemberment coverage shall be shared on the basis of 10% by the teacher and 90% by the Board for teachers working 60% or more of full-time; teachers working less than 60% of full-time will receive 45% assistance on the cost of premiums.
- (b) Subject to availability from the insurance carrier and eligibility, a teacher may acquire Optional Life Insurance paid 100% by the employee in multiple units of \$25,000 to a maximum of \$200,000.
- (c) The cost of premiums for Dependent Life Insurance of \$2,000 for spouse and \$1,000 for each child over fourteen (14) days of age shall be shared on the basis of 15% by the teachers and 85% by the Board for teachers working 60% or more of full-time. Teachers working less than 60% of full-time will receive 42.5% assistance on the cost of premiums.

- (d) An additional Dependent Life Insurance of \$10,000 for spouse and \$5,000 for each child over fourteen (14) days of age provided that the participating teacher pays 100% of the premium cost.

L8.5 Extended Medical and Semi-Private Hospital Coverage

The cost of premiums for Extended Medical, Deluxe Travel Plan and Semi-Private Hospital Coverage shall be shared on the basis of 15% by the teachers and 85% by the Board for teachers working 60% or more of full-time. Teachers working less than 60% of full-time will receive 42.5% assistance on the cost of premiums.

Coverage shall be as follows:

- (a) Semi-Private Hospital coverage;
- (b) Prescription Drug Coverage (no deductible);
- (c) Paramedical Services – the following licensed, certified or registered paramedical practitioners shall be covered, up to the levels specified for each such practitioner:
Based on no co-insurance:
 - (i) Podiatrist to a maximum of \$400 per year;
 - (ii) Physiotherapist/athletic to a maximum of \$750 per year;
 - (iii) Speech Therapist to a maximum of \$400 per year;
 - (iv) Chiropractor to a maximum of \$400 per year;
 - (v) Osteopath to a maximum of \$400 per year;
 - (vi) Chiropodist to a maximum of \$400 per year;
 - (vii) Nutritional counselling to a maximum of \$400 per year;
 - (viii) Naturopath to a maximum of \$400 per year;
 - (ix) Massage Therapist to a maximum of \$400 per year;
 - (x) Psychologist to a maximum of \$400 per year.
- (d) Hearing Aids coverage of \$300 every forty-eight (48) months effective September 1, 2009;
- (e) Vision Care maximum of \$525 every twenty-four (24) months for each teacher, spouse and dependent child.

L8.6 Dental Plan

- (a) The cost of premiums for a Dental Plan providing reimbursement at the current ODA fee schedule minus one year shall be shared on the basis of 10% by the teacher and 90% by the Board for teachers working 60% or more of full-time. Teachers working less than 60% of full-time will receive 45% assistance on the cost of premiums.
- (b) Coverage includes:
 - (i) Recalls every nine (9) months for adults and every six (6) months if under eighteen (18) years of age, with a \$1,500 annual maximum for basic services (with bitewings every eighteen [18] months for adults, every twelve [12] months if under eighteen [18] years of age);
 - (ii) Dentures based on 80/20 co-insurance with;
 - (iii) Major Restorative based on 50/50 co-insurance with a \$2,000 per year maximum;
 - (iii) Orthodontics based on 80/20 co-insurance with a \$4,000 lifetime maximum.

L8.7 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.

- L8.8**
- (a) The Union shall have the right to change the specifications and carriers for the Supplementary Medical and Semi-Private Hospital Coverage, Group Life Insurance (basic), Long-Term Disability Plan and Dental 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).

L8.9 Where the specifications are changed from those shown in Clauses L8.4, L8.5, and L8.6 or as these plans existed on September 1, 1988, or where a change in carrier occurs, the Board's share of the premiums shall be changed so that the actual amount paid by the Board does not increase as a result of changes initiated under Clause L8.8. Thus, if the premiums for a plan doubled, the Board's percentage contribution would be halved.

L8.10 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.

L9.00 LEAVE PLANS

L9.1 Sick Leave

Reference: [C7.00 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 his/her 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 (for a minimum of six [6] months) where the spouse is deployed to an active war zone.

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 Director, shall be chargeable to Special Leave [Clause L9.2 above]. Attendance at funerals of other relatives or close friends may be charged to special leave with the Director's 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 his/her principal residence to his/her 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:

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

*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 and is for a period of fifty-two (52) weeks or such shorter period of time as the teacher requests. The term "Pregnancy Leave" includes both the seventeen (17) week pregnancy and the thirty-five (35) week parental leave under the Employment Standards Act.

(ii) Parental Leave

A Parental Leave is granted to a teacher for the birth of his/her child and is for a period of thirty-five (35) weeks, or thirty-seven (37) weeks if no Pregnancy Leave was taken, 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 Article 8.

(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 of thirty-five (35) weeks 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 Article 8.

(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 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: [C11.2 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 he/she makes 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.

L9.10 Family Medical Leave

Reference: [C11.1 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 he/she 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 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 chief 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 Family of Schools from which leave was granted.

L10.00 INCREASES TO ENTITLEMENT

A part time teacher who wishes to increase his/her 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) In no case will public advertising occur prior to 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 his/her FTE. 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, 2014						Effective September 1, 2016					
Year	A	A1	A2	A3	A4	Year	A	A1	A2	A3	A4
0	39,146	40,278	44,313	48,338	52,368	0	39,537	40,681	44,756	48,821	52,892
1	41,740	43,577	47,677	51,994	55,881	1	42,157	44,013	48,154	52,514	56,440
2	44,346	46,864	51,039	55,658	59,414	2	44,789	47,333	51,549	56,215	60,008
3	46,946	50,160	54,415	59,322	62,935	3	47,415	50,662	54,959	59,915	63,564
4	49,549	53,458	57,776	62,980	66,453	4	50,044	53,993	58,354	63,610	67,118
5	52,148	56,755	61,141	66,642	69,982	5	52,669	57,323	61,752	67,308	70,682
6	54,755	60,047	64,506	70,301	73,508	6	55,303	60,647	65,151	71,004	74,243
7	57,353	63,340	67,869	73,960	77,029	7	57,927	63,973	68,548	74,700	77,799
8	59,951	66,637	71,242	77,621	80,562	8	60,551	67,303	71,954	78,397	81,368
9	62,548	69,936	74,612	81,279	84,089	9	63,173	70,635	75,358	82,092	84,930
10	65,155	73,228	77,984	84,943	87,606	10	65,807	73,960	78,764	85,792	88,482
11	67,760	76,536	81,367	88,614	91,133	11	68,438	77,301	82,181	89,500	92,044
12	70,951				94,653	12	71,661				95,600
13	76,536					13	77,301				

Effective February 1, 2017					
Year	A	A1	A2	A3	A4
0	39,735	40,884	44,980	49,065	53,156
1	42,368	44,233	48,395	52,777	56,722
2	45,013	47,569	51,807	56,496	60,308
3	47,653	50,915	55,234	60,215	63,882
4	50,295	54,263	58,646	63,928	67,453
5	52,933	57,609	62,061	67,645	71,035
6	55,579	60,951	65,477	71,359	74,614
7	58,216	64,293	68,890	75,073	78,188
8	60,853	67,640	72,314	78,789	81,774
9	63,489	70,989	75,735	82,502	85,355
10	66,136	74,330	79,158	86,221	88,924
11	68,780	77,688	82,592	89,948	92,505
12	72,019				96,078
13	77,688				

- (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) Effective September 1, 2010, casual and long-term occasional teaching will be recognized for grid placement. The calculation of such experience will be limited to teaching experience earned with the Renfrew County District School Board commencing September 1, 2009. Experience will be calculated and applied as of September 1st each year. Each twenty (20) days of experience shall equate to .1 of an increment.
- (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) Curriculum Coordinator of French Second Language

The allowance for Curriculum Coordinator of French Second Language shall be:

September 1, 2014	\$9,211
September 1, 2016	\$9,303
February 1, 2017	\$9,349

(b) (i) Lead Teachers

An allowance of \$1,382 (\$1,396 on September 1, 2016, \$1,403 on February 1, 2017) shall be paid to lead teachers selected in each of the site buildings of a school complex.

- (ii) 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.
- (iii) The Lead Teacher in Whitney Public School and Madawaska Public School shall be compensated in the amount of \$5,000 each school year to be paid in equal instalments on each pay period.
- (iv) The parties agree that notwithstanding Clause L14.1 (b)(ii), there shall be no requirement to hire an occasional teacher when a Lead Teacher is performing the duties of the Principal.

L14.2 (a) Program Administrator and Consultants

The Board may appoint supervisors for individual subjects 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, 2014	\$6,441
September 1, 2016	\$6,505
February 1, 2017	\$6,538

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

- (b) The rate of pay for the Program Administrator shall be Year 0 of the elementary school Principal's grid.

- 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 ten (10) payments of 8% each and one (1) payment of 20%. There shall be a pay of 8% on the first school day in September. There shall be pays of 8% not later than the last Friday of each month from September to May inclusive. There shall be a pay of 20% not later than the last school day in June. Beginning in September of 2017, 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) days after the Local becomes aware of the circumstances giving rise to the complaint. The informal discussion shall be completed within five (5) 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.

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) 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 request, a teacher or designated 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 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.

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 his/her 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 (200) minutes of preparation time per cycle of five (5) instructional days. The foregoing shall be increased to:
 - 210 minutes effective September 1, 2009;
 - 220 minutes effective September 1, 2010;
 - 230 minutes effective September 1, 2011; and
 - 240 minutes effective August 31, 2012.

- (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 his/her scheduled preparation time for a teacher absent from work. Preparation time not provided during the week shall be rescheduled within ten (10) days from the time the preparation time was not provided or as otherwise agreed upon by the teacher and the Principal.
- (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.

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) In the 2009-10 school year, one (1) professional activity day will be designated for the purpose of assessment and completion of report cards at the elementary

level. The day will be designated in the calendar prior to the first reporting period.

- (c) 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.
- 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.
- (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 one (1) such appointment during his/her 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 his/her 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 his/her school when he/she has been determined to be partially surplus to his/her school. It is further understood that the teacher shall remain on that school list with his/her 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.
- 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 may be administratively transferred as per Clause L25.3.
- (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 his/her enrolment in the required course, no later than June 30th.
- (f) 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. 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.
- (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 15th.

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 his/her request for voluntary transfer by making additions or deletions to his/her 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 within that Family of Schools 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 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 his/her 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 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 his/her right to notification of redundancy as specified in Clause L25.9.

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
- (iii) 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 his/her 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 he/she will retain his/her 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 C and shall continue in force subject to amendment from time to time as mutually agreed between the Parties.

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 L26.2.

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
 - Life Insurance (basic and supplementary) - (if applicable)
 - Long Term Disability - (if applicable)
 - (ii) Supplementary Medical [for a period of four (4) months]

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 7th 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 1st written 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).

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 March 15th 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.
- (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 has and shall continue to consult with the Local in the development of the Policy and Procedures regarding Teacher Performance Appraisals. This consultation shall continue prior to making modifications to the Policy and Procedures.

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 By October 30th of each school year, the Local President shall be provided with a list of teachers being appraised under the Teacher Performance Appraisal for that year. 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.

L33.00 PRINCIPALS AND VICE PRINCIPALS

During the 2011-12 school year, if the Board:

- (a) reports more elementary Principal and Vice Principal FTEs devoted to administrative and instructional duties in its 2011-12 Estimates than the number of Principal and Vice Principal FTEs funded; and
- (b) projects underspending on its classroom teachers line in its 2011-12 Estimates;

it shall recall elementary regular teachers for the duration of the 2011-12 school year who may have otherwise been laid off at the end of the 2010-11 school year because of declining enrolment, up to the lesser of:

- (c) the number of Principal and Vice Principal FTEs (administrative and instructional duties) deployed in 2011-12 Estimates above the number of Principal and Vice Principal FTEs funded; or
- (d) the dollar value of the projected underspending on the Board's classroom teachers line in their 2011-12 Estimates.
- (e) For the purposes of subsections (a) and (d), the number of Principal and Vice Principal FTEs funded will be defined as:
 - (i) the number of Principals and Vice Principals funded through the School Foundation Grant; plus
 - (ii) the number of Principals and Vice Principals reported by the Board as funded through shares of the Learning Opportunity Grant, the Special Education Grant, or the Declining Enrolment Adjustment, provided that these shares do not exceed the provincial average shares of these grants attributed to Principals and Vice Principals in 2010-11 Estimates, in which case the provincial average shares in 2010-11 Estimates shall be substituted.

Signed at Pembroke, Ontario on the 15th day of November, 2016

For the ETFO – Renfrew County
Teacher Local

C. Ryan, President
C. Fraser
K. Melars
M. Wagner

For the Renfrew County District
School Board

[Signature]
Michelle L. L. L.

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. Employees travelling outside the County on Board sponsored business:
 - 45 cents per km if travelling by automobile;
 - economy rates if travelling by air;
 - coach fare if travelling by train.

The above represent Board policy as of the date of signing of the Collective Agreement. In all cases, Board policy at the time of travel shall apply.

APPENDIX C

STAFFING PROCESS FOR CONSOLIDATION

1. Principals to update qualifications of teachers from OCT web site in preparation for staffing (see current school seniority list that includes current OCT qualifications).
2. Teachers are to ensure:
 - a. that OCT web-site reflects correct qualifications and
 - b. that documentation has been provided to the school Principal, indicating that additional qualification courses have been successfully completed prior to March of the school year before consolidation is to take place, or to document qualifications not listed on the OCT website.
3. Principals have collected and submitted enrolment estimates to area superintendents before March 11.
4. Principals will staff their schools with their current staffing complement as per the Collective Agreement (Article 25 – Surplus and Redundancy Procedures) based upon the revised school seniority list as if consolidation had not occurred. Staffing is to be emailed to the area superintendent by April 5.
5. Teachers in schools named for closure will submit their first, second and third choice of preferred position from the “receiving school(s)” that are receiving students from the “closed school” under the consolidation plan. (For example, if school A closes and the students are consolidated into School B and School C then the surplus teacher from School A is entitled to select to be staffed at school B or School C only and not any other school in the system. If the teacher would like an alternate assignment other than School B or School C, then the teacher must submit a transfer request in accordance with the transfer guidelines listed above.)
6. Teachers from closed schools that have only one choice of “receiving school” will still complete a “Choice of School(s)” form to indicate assignment preference(s) and provide any pertinent comments to the Principal and/or Area Superintendent for staffing.
7. The teacher selection will be made only on the prescribed “Choice of School(s)” staffing form which includes qualifications, entitlement, assignment preference(s) and other comments (See attached). These forms are to be submitted to area superintendents no later than 3 p.m. on April 5.
8. Area superintendents, in consultation with Principals, will refer to the “Choice of Schools” forms and assign teachers from “closed schools” into positions (vacancies or positions held by teachers(s) with less seniority) in “receiving schools” based upon seniority, qualifications and each teacher’s entitlement. (There is no guarantee that teachers will be placed in their first choice of locations and/or assignment.) Area superintendents will staff individual schools so that the least senior teacher (subject to qualifications) is displaced from the school and staff Family of Schools so that the least senior teacher (subject to qualifications) is declared surplus from the family. Superintendents will forward a copy of the “Choice of School(s)” form to the appropriate Principals to incorporate into any subsequent reorganization.

9. The annual staffing process would then proceed as normal from Clause 25.1 (The least senior teacher from the family will be declared surplus by the second Tuesday of April as in prior years.) After the staffing process is completed, the Principal has the right to reorganize the staff at his/her school.
10. Area Superintendents inform teachers from “closed schools” in writing, after April 12th, of the school to which they have been placed in accordance with normal Surplus and Lay-off procedures.
11. Teachers who have been displaced from a “closed school”, will have the opportunity to meet individually with the “receiving school” Principal to discuss their “best fit” at the newly assigned school. This meeting is to occur prior to June 29, and will include assignments as timetabled at the date of the meeting. Assignments are subject to change following this meeting.

Definitions:

“Closed School(s)” – the school(s) that has/have been approved by the Board for closure.

“Receiving School(s)” – the school(s) that has been approved by the Board to receive students from the school(s) named for closure.

“Choice of School(s)” Form – the form that is to be completed by the teacher displaced from a “closed school(s)” to indicate the teachers choice of receiving school(s) and preference of position(s) within the “receiving school(s)”. This form must be forwarded to the Area Superintendent before 3 p.m. on April 5th.

INSTRUCTIONS FOR COMPLETING “CHOICE OF SCHOOLS” FORM

1. Please check your qualification from the OCT website.
2. In the event that your qualifications from the OCT website are not accurate, please list additional qualifications in the box entitled “Qualifications” and submit documentation confirming your qualifications.
3. Please indicate in the “Choices” box your first, second and third choices of preferred positions from the “receiving schools” that are receiving students from the closed school under the consolidation scenario. (For example, if school A closes and the students are consolidated into School B and School C then the surplus teacher from School A is entitled to select to be staffed at school B or School C only and not any other school in the system. If the teacher would like an alternate assignment other than School B or School C, then the teacher must submit a transfer request - see bullet #5.)
4. Note: Teachers from closed schools that have only one choice of “receiving school” will still complete a “Choice of School(s)” form to indicate assignment preference(s) and provide any comments to the Principal and/or Area Superintendent pertinent to staffing.
5. If you are requesting to be transferred to a school in the county other than the school(s) that are receiving students under consolidation then you must submit a transfer request in writing to your

Area Superintendent with a copy to your Principal and Federation President. The deadline for submitting transfer requests has been extended this year until April 5. You should be aware that transfer requests will only be considered after the normal Surplus and Lay-off staffing process has been completed. You must still select your first and second choice from the “receiving schools” to be placed until your transfer request can be considered.

6. The “Comments” box may be used to provide further details to the Principal of the “receiving school” and the Area Superintendent that you feel are pertinent in placing you into an assignment. (For example, Qualified to teach French but have not taught French for 15 years.)
7. Please sign and print your name in the area provided and fax this form to your Area Superintendent before 3 p.m. on April 5th. You will be informed in writing, after April 12th, of the school in which you have been placed. You will also be contacted by the Principal of the receiving school where you have been placed to set up a transition meeting prior to June 29th.



Renfrew County District School Board

“Choice of School(s)” Form

This form must be forwarded to Area Superintendent before 3 p.m. April 5th.

Please read instructions on the reverse carefully. Please also reference your Collective Agreement. Any questions regarding the process should be directed to your Area Superintendent and/or Federation President.

Choices:	Receiving School Name	Entitlement	Assignment Preferences
First Choice			
Second Choice			
Third Choice			

Qualifications:

- ☐ I have confirmed that my qualifications on the OCT website are complete and accurate.
- ☐ I have successfully completed additional qualification courses that have not been listed on the OCT website and a documentation has been attached indicating the following AQ courses:

Comments:

Name (Please Print): _____

Signature: _____

LETTER OF UNDERSTANDING

BETWEEN

The Elementary Teachers' Federation of Ontario, Renfrew Teachers' Local,
(hereinafter "the Union")

-and-

Renfrew County District School Board
(hereinafter "the Board")

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, Madawaska 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.


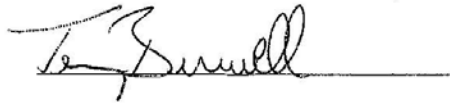
Signed at Pembroke this 8th day of February 2016.

On behalf of the Board

On Behalf of the Union



Michelle Gougeon



A. Ryan



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

RENFREW COUNTY ELEMENTARY TEACHERS

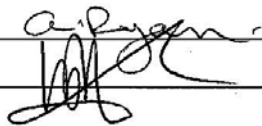
Additional Unpaid Special Leave Days

1. In addition to Special Leave outlined in Article 9 of the Collective Agreement, teachers may apply for up to three (3) additional unpaid leave days each school year.
2. Requests for additional unpaid special leave will not be unreasonably denied provided that there are expected to be enough available occasional staff to cover for absent teachers.
3. Requests for additional unpaid special leave will not normally be for the first week or last week of the school year, or during the two weeks of EQAO testing.
4. Except in the case of emergency, requests for additional unpaid special leave shall be submitted fifteen (15) school days prior to the commencement of the leave.

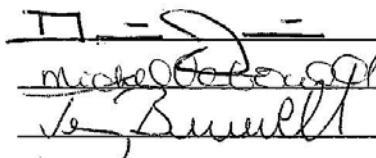
This Memorandum of Understanding expires August 31, 2017 or at the conclusion of the freeze period, whichever is later.

Dated at Pembroke, this 8th day of February, 2016.

On behalf of the Elementary Teachers'
Federation, Renfrew County Elementary Teachers



On behalf of the Renfrew County District
School Board



LETTER OF UNDERSTANDING

BETWEEN

The Renfrew County District School Board

AND

**The Elementary Teachers' Federation of Ontario
Renfrew County Elementary Teachers**

Re: Surveys

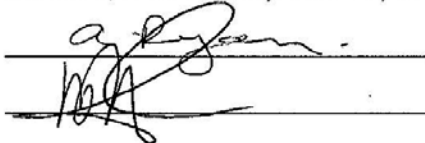
This letter of understanding replaces the April 23, 2010, Minutes of Settlement and shall have the same effect as said Minutes of Settlement.

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 shall not use information derived from surveys in a teacher's evaluation or as part of any disciplinary proceeding.

Dated at Pembroke, this 8th day of February, 2016.

On behalf of the Elementary Teachers'
Federation, Renfrew County Elementary Teachers



On behalf of the Renfrew County District
School Board

