

A COLLECTIVE AGREEMENT

BETWEEN

THE HAMILTON-WENTWORTH DISTRICT
SCHOOL BOARD

AND

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(HAMILTON-WENTWORTH)

EMPLOYED BY THE BOARD

Effective from September 1, 2019

Up to and including August 31, 2022

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022 inclusive.

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

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

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.

- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

The Parties have agreed to include in a historical appendix LOA #6 (Benefits) of the 2014-17 Agreement on Central Terms.

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

C5.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the ETFO ELHT all references to existing life, health and dental benefits plans in the

applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

- a) All funding in c) and d) shall be subject to the following conditions:
 - i. No enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement that exceeds 1% of total benefits costs. For clarity, the total value of all Plan enhancements made up to August 31, 2022 shall not exceed 1% of the annual ETFO Teachers’ Benefits Plan costs for the year in which the enhancement is made. The ETFO ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases at the ELHT’s expense, should the parties request it.
 - ii. Should Plan enhancements of greater than 1% of total benefits costs be made, funding outlined in c) shall be reversed for that year beginning in the month that the Plan enhancement was made, and ETFO shall no longer be eligible for a payment under d) for the duration of the term of the collective agreement.

- iii. Should these Plan enhancements be reversed, funding shall be reinstated at the levels outlined in c) beginning in the month that the plan enhancement was reversed. However, the eligibility for a payment under d) shall not be reinstated.
- b) Funding amounts for benefits maintenance or improvements:
 - i. September 1, 2019: 1%
 - ii. September 1, 2020: 1%
 - iii. September 1, 2021: 1%
 - c) In addition to b) funding amounts for inflation:
 - i. September 1, 2019: 3%
 - ii. September 1, 2020: 3%
 - iii. September 1, 2021: 3%
 - d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the ETFO Teachers' Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the Employer contributions for the ETFO Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group

for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO Trust in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.

- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

Additionally, at the local level School Boards and locals shall meet regarding:

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

C9.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement EI benefits during the absence period as specified in this plan.

- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C10.2 Pregnancy Leave

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than May 30, 2020 each School Board and ETFO local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #3 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the ETFO Central Labour Relations Committee (CLRC) by no later than June 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than September 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year of the collective agreement, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

Re: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

Re: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo until August 31, 2022. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

- Student Supervision
- Central Issues as they affect Occasional Teacher Workload
- Formula for Daily Rate
- Staffing Levels (except as otherwise noted in this agreement)
- Teaching Principals and Vice-Principals
- Return to the Teacher Bargaining Unit
- Preparation Time (excluding scheduling)

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

Re: Class Size Data

For the school years 2020-21 and 2021-22, the Ministry of Education will provide the Parties with the data related to class size for the October and March count dates, when it becomes available. School Boards shall provide to each local a copy of the class size data as submitted to the Ministry of Education as of the September count date in each school year.

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

Re: Support for Students Committee

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

Therefore, a provincial committee, with representatives comprised of:

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

shall meet to identify and share best practices with respect to supporting students with special needs. This work will focus specifically on the integration process and instances where integration has been successful.

This committee shall meet within thirty (30) days from the date of ratification of the central agreement.

The work of the committee shall be completed by January 30, 2021 and the recommendations of best practices shall be shared with:

- Directors of Education;
- ETFO and ETFO locals; and
- the Minister of Education

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

Historical Appendix of Central Terms – For Reference Only

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

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ARTICLE L1.00 – PURPOSE

- L1.01 The parties to this Agreement shall make every effort to maintain a harmonious relationship between the Board and the statutory members of the Local and shall co-operate to the fullest extent in an endeavour to provide the highest quality of educational services.
- L1.02 It is the purpose of this Agreement (Part A and B) to make herein provisions for salaries, allowances, benefits and those conditions of employment as specified in this Agreement, and to provide for an orderly method of settling grievances which may arise from time to time.
- L1.03 The employer being the Hamilton-Wentworth District School Board (herein after referred to as “the Board”) recognizes the Elementary Teachers’ Federation of Ontario (herein after referred to as the “Union”) as the bargaining agent for all Teachers employed by the Board in its elementary panel save and except occasional Teachers in accordance with the Education Act.

ARTICLE L2.00 – DEFINITIONS

- L2.01 The words employed herein are intended to have the same meaning as defined or used in the Education Act, and its Regulations and amendments hereto;
- (a) “Act” means the Education Act. R.S.O.1980 Chapter 129 and amendments thereto;
 - (b) “Regulations” means regulations made under the Act and amendments thereto;
 - (c) “Board” means The Hamilton-Wentworth District School Board;
 - (d) “Director” means the Director of Education and Secretary to the Board;
 - (e) “Teacher” means a Teacher as defined in Part X, Sec. 277.1(1) of the Education Act who is employed by the Board to teach in the elementary panel but does not include a supervisory officer, a Principal, a Vice-Principal or an occasional Teacher;
 - (f) “Parties” means the Board and the Local;
 - (g) “Local” means the Hamilton-Wentworth Elementary Teachers’ Local;
 - (h) “Union” means the Elementary Teachers’ Federation of Ontario;
 - (i) “Workplace Steward” means a Teacher chosen by the staff at a work site to represent the Local;
 - (j) “Designated Teacher” means a Teacher in charge of ensuring the safety of the school, the staff, and the students when the Principal and/or Vice-Principal is absent.
 - (k) “Site” means any place within the jurisdiction of the Board where members of the Local are employed;
 - (l) “Occasional Teacher” shall have the same definition as in the Education Act;

- (m) "Staff" means the elementary Teachers covered by this collective agreement who are assigned to a single work site.

ARTICLE L3.00 – LOCAL DUES AND ASSESSMENTS

- L3.01 The Board shall deduct, for every pay period and for each Teacher, union dues and local assessments. Dues deducted in accordance with this Article shall be forwarded to the General Secretary at the head office of the Union within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.
- L3.02 Local assessments deducted in accordance with this Article shall be forwarded to the Local within thirty (30) days of the dues being deducted. The Local shall inform the Board, from time to time, of the amount of such local assessments.
- L3.03 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.
- L3.04 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/or Local.

ARTICLE L4.00– RIGHTS AND RESPONSIBILITIES

- L4.01 (a) Save and except to the extent specifically modified or curtailed by any provision of this collective agreement, the right to manage the business of the Board is vested exclusively with the Board and its administration.
- (b) The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement and the prevailing statutes.
- L4.02 The Board agrees to abide by the *Labour Relations Act*, the *Education Act*, the *Employment Standards Act*, the *Ontario Human Rights Code*, the *School Boards Collective Bargaining Act*, the *Occupational Health and Safety Act*, and any other statutes governing education and employment in Ontario, and all regulations thereunder.
- L4.03 The Parties agree, in accordance with the *Ontario Human Rights Code*, there shall be no discrimination with respect to employment against any Elementary Teacher because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, record of offences, marital status, age, family status, sexual orientation, gender identity, gender expression or disability.
- L4.04 The Board and the Union agree not to penalize or discriminate against any Teacher for participating in the lawful activities of the Union including exercising any rights under this Collective Agreement or the applicable statutes of Ontario.

Teacher Performance Appraisals

- L4.05 (a) It is understood that Teacher Performance Appraisals will be carried out as per legislation and the *Teacher Performance Appraisal - Technical Requirements Manual 2010*, as amended from time to time. Where a discrepancy exists between this Article and the Technical Manual or legislation, the manual or legislation shall prevail. The Board and the Union agree that the Teacher Performance Appraisal is intended to be a supportive process. It is further understood that the Teacher Performance Appraisal system is designed to support and promote teacher growth and development.
- (b) A signature of a Teacher on any report or Teacher Performance Appraisal respecting the performance of that Teacher shall be deemed to be evidence only of the receipt thereof.
- (c) Elementary Principals, Vice-Principals and academic Supervisory Officers are the only personnel authorized to appraise Teachers.
- (d) A Teacher Performance Appraisal report shall be made in writing and signed by the appraiser, with a copy to the Teacher.
- L4.06 (a) When a Teacher receives a Teacher Performance Appraisal which was rated unsatisfactory or development needed, the Board shall provide notice of this appraisal rating to the Local President within five (5) instructional days of the Teacher having received written notification of this rating.
- (b) The Board shall notify the Local President prior to an Administrator initiating an out of cycle Teacher Performance Appraisal.
- (c) Teacher Performance Appraisals should be completed by the end of the school year. The Board will make every attempt to complete all classroom observations by the end of May. Teacher Performance Appraisals will not be started in June unless the Teacher so requests and the Principal is in agreement.
- (d) A Teacher who is the subject of a performance appraisal shall have the right to have a Union representative present during all pre-observations, post-observations, summative report, improvement/enrichment plan meetings with the Principal or other Board representative concerning the appraisal.
- (e) The Administrator will consult with the Teacher to schedule a performance appraisal, including the pre-observation meeting, the classroom observation(s), the post-observation meeting and the summative meeting. The Administrator will give the Teacher a minimum of two (2) instructional day's written notice of their classroom observation(s). If the Teacher or the Administrator is absent on the day of any of the components of the performance appraisal, the observation/meeting will be as soon as possible upon return or no later than the next day with the same timetable.

Just Cause

- L4.07 (a) No Teacher shall be disciplined, terminated, suspended with or without pay, or demoted from a position of responsibility, without just cause. The Board will provide written confirmation of the discipline during the disciplinary meeting.

- (b) Prior to any imposition of any of the actions listed in (a), there shall be a meeting held between the Teacher and a Board representative to discuss the matter. The Teacher shall have the right to have a representative of the Local and/or Union present.
- (c) A Teacher who has been assigned to home during an investigation, including, but not limited to, one carried out by the Board, Children's Aid Society or Police shall, at the Teacher's request, be entitled to assistance from the board in ensuring a successful return to work.

Terminations and Resignations

- L4.08 (a) A Teacher whose employment is to be terminated as a result of an unsatisfactory performance appraisal shall be given notice in writing. This notice will be given at least ten (10) days in advance of the meeting of the Board at which the recommendation for the termination will be presented and will state the right of the Teacher to be present with representation. Terminations for unsatisfactory performance appraisals shall be subject to Article L4.07 (Just Cause).
- (b) A Teacher shall notify the Board of the Teacher's intention to resign in accordance with the provisions of the *Employment Standards Act*.

ARTICLE L5.00 – NEW POSITIONS, VACANCIES AND TRANSFERS

Newly Created Positions

- L5.01 If the Board creates a new position, which is to be filled by a member of the Local, and that position is not presently covered by the Agreement, the Board and the Local shall meet forthwith to negotiate and endeavour to reach agreement on the terms of employment applying to the new position. Wherever applicable, the said terms shall be retroactive to the effective date of appointment of the incumbent.

Posting of General Teaching Positions

- L5.02 A "vacancy" under this Article means a teaching assignment covered by this collective agreement that is unoccupied because of:
- (a)
 - (i) retirement;
 - (ii) resignation;
 - (iii) termination except in the case of surplus/redundancy;
 - (iv) a position which must be filled by a Teacher for the ensuing school year, in accordance with the Education Act and the appropriate regulations;
 - (v) a newly created position;
 - (vi) promotion;
 - (vii) voluntary transfer request (Teacher requested transfer);
 - (viii) administrative transfer;
 - (b) The incumbent has died.

Notwithstanding:

1. In the event of a surplus and an accompanying vacancy within a school, the Board shall have the right to redeploy staff without posting the vacancy.
2. If a vacancy to take effect on September 1 of the following school year occurs, the Board may redeploy staff at a school/worksite before the first round of postings. The resulting vacancy must be included in the first round of postings. No further redeployment of staff as a result of further vacancies shall be permitted.

General Posting Information

- L5.03 (a) The Board shall electronically post all vacancies during the posting periods.
- (b) Interviews shall be held at a time outside the instructional day or at a time convenient to the Teacher and the Principal.
- (c) Once a candidate accepts a position under this article, the Teacher will not be permitted to apply for another position in a subsequent round of postings.
- (d) Where the assignment associated with a posted position is between two (2) or more work sites, there shall be one (1) set of interviews only conducted for the position.
- (e) The Board shall provide a copy of the postings to the President of the Local.
- (f) During the school year, due to re-organization to meet population distribution changes, positions might be altered or re-aligned by the Superintendent of Human Resource Services in such a way that a Teacher's F.T.E. is not reduced.
- (g) All postings shall include a job description if applicable, the grade level(s), specific subjects if applicable, the division and subject for any preparation time coverage breakdown of the FTE, the effective date of the position, notification of morning or afternoon staff meetings the Principal/Vice-Principal of the assignment and/or school.
- (h) Should the Board be unable to fill a new position or a vacancy from among the Teachers covered by this collective agreement, the Board shall fill the vacancy in accordance with Regulation 274.
- (i) Provided there are five (5) qualified applicants for a school posting, following the interview process the Principal shall offer the position to one of the applicants.

Time frames for Postings

- L5.04 (a) The time frame for the posting process shall be April 1st to the end of the first week in June.
- (b) There shall be a maximum of three rounds of postings. The actual dates shall be confirmed each year to the Local by the Board's representative(s).

- (c) Notwithstanding Article L27.02, vacancies during the school year shall be filled administratively and posted during the posting process identified in L5.04 (a) and (b).
- (d) Postings shall adhere to the following pattern:
 - A week of postings;
 - A week of interviews, feedback and administrative tasks
- (e) Teachers who have been administratively transferred shall be placed after the second and third round of postings.
- (f) After the last round of postings, Teachers who still require placement for September shall be given a placement for which they are qualified.
- (g) Following the last round of postings and by June 25th, the Elementary Staffing Placement Committee shall place all currently employed Teachers, including those returning from leave, based on seniority, subject to adjustments which may become necessary based upon qualifications. Reasonable efforts will be made to place Teachers according to their June Placement Teacher Profile Summary Form, which will include subject, division, grade and geographical preferences. The Local will be invited as an observer during the final staffing process.

Voluntary Transfers

- L5.05 (a) Requests by Teachers for voluntary transfers shall be made in writing on the appropriate Human Resources form no later than five (5) teaching days following the presentation of the approved school organization for September by their Principal.

The Principal shall present the approved school organization for September to their staff within two (2) teaching days following the Superintendent's approval.

Once the Superintendent has approved the school organization it may not be changed prior to September re-organization.

- (b) Teachers requesting a voluntary transfer may participate in the posting process.
- (c) Nothing shall restrict the right of any Teacher to apply for a transfer.
- (d) Teachers who have received approval for voluntary transfer shall be notified of their teaching assignment for the next school year by June 25th. Written confirmation shall follow.

Administrative Transfers

- L5.06 (a) Administrative Transfers shall not be carried out without prior individual consultation with the Teacher involved.
- (b) Prior to March 1, the Board shall notify those Teachers who are to be administratively transferred. The Principal of the Teacher's school shall both notify the Teacher and give the Teacher an explanation for the transfer.

- (c) Notice of placement to take effect September 1st, shall be given to the Teacher by June 25th. Written confirmation to follow.
- (d) A Teacher shall not be administratively transferred more than once in three (3) school years.
- (e) A Teacher shall not be administratively transferred within three (3) school years of retirement except by mutual consent. When a Teacher, who is being considered for an Administrative Transfer, intends to retire within three (3) years, said Teacher shall provide a letter of intent to retire to the Board.
- (f) Lack of compliance with the written intention to retire will result in the automatic reinstatement of the Teacher's eligibility for transfer. Process (e) as stated above may not be repeated.
- (g) A Teacher who is administratively transferred may participate in the posting process.

Principals and Vice-Principals

- L5.07 (a) The Board shall inform the Local of all Vice-Principal and Principal transfers and appointments as they occur
- (b) The Board will include the most recent Principal on each round of posting, known at the time of posting.

L5.08 The Board will ensure that Teachers have access to the promotion process.

ARTICLE L6.00 – TRANSFERS

Transfer to Distant Location

L6.01 The Board recognizes the hardship that a transfer over long distances may cause for some Teachers and, in consultation with any Teacher so affected, will endeavour to limit such transfers or placements if possible.

L6.02 All Teachers affected by school reorganization in September shall be entitled to be notified at least two (2) school days in advance of the change. Affected Teachers shall be provided with one (1) preparation day to complete the move and prepare the new classroom. Assignment changes shall be defined as follows:

- grade level and/or substantial assignment change (50% or more of the current assignment)
- straight to combined class
- room change
- Teachers declared surplus

It is understood that an assignment change does not include combined to straight grade where the Teacher is already assigned one of those grades or an increase in the number of students.

ARTICLE L7.00 – SCHOOL OPENINGS AND CLOSURES

- L7.01 In the event of school opening and/or closure, the Board will consult with the Local in the development of staffing procedures, subject to Article L26.00, for the Teachers affected by the opening and/or closure, in accordance with the following:
- (a) In the event that the Board opens a newly constructed school and one hundred percent (100%) of the student population in the closing school moves to the newly constructed school, the teaching staff at the closing school will be given the opportunity to elect, by seniority, an assignment for which they possess the qualifications (or by mutual consent) at the newly constructed school.
 - (b) In the event that the Board opens a newly constructed school and less than 100% of the student population in the closing school moves to the newly constructed school, the teaching staff at the closing school will be given the opportunity to elect an assignment for which they possess the qualifications (or by mutual consent), by seniority, at the opening school up to the proportion that aligns with the proportion of the student population that is moving.
 - (c) Teachers shall be provided with a minimum two half school days to carry out any activities relating to the opening and/or closure of a school.
 - (d) No Teacher shall be required to use lunch breaks or recess breaks, nutrition breaks, preparation time or personal time to carry out any activity related to a school renovation, opening or closure.
 - (e) It is understood that “openings and closures” refers the closure of one or more schools and consolidation into an existing school, or closure of one or more schools and consolidation into a new school build on an existing or new site.

ARTICLE L8.00 – ACCESS TO INFORMATION

- L8.01 The Board agrees to abide by the provisions of the “Freedom of Information and Protection of Privacy Act”.
- L8.02 (a) A Teacher shall have the right to access the personnel file in its entirety and to contest, in writing to the Human Resources Department the contents, and the accuracy of any information contained in the personnel file and have the same recorded in the Teacher’s personnel file. A Teacher is entitled to:
- i) Request a correction be made to any filed contents if it is believed by the Teacher that there is an error or omission
 - ii) Require that a statement of disagreement be attached to information for which a correction was requested;
 - iii) Have any personal information removed from the Teacher’s files and destroyed if a corrected and / or amended report will replace it.
- (b) A Teacher shall have the right to access the school-based file in its entirety and to contest, in writing to the Human Resources Department the contents, and the accuracy of any information contained in this file and have the same recorded in the Teacher’s school-based file.

- L8.03 Errors in the information will be corrected and, whenever necessary, the Board will notify all parties concerned in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* (Bill 49).
- L8.04 Where a Teacher authorizes in writing access to their personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- L8.05 Upon request a Teacher shall receive a copy of any material contained in such files.
- L8.06 (a) Upon written request of the Teacher, a written warning or other disciplinary action shall be removed from the Teacher's personnel file after eighteen (18) months providing the file has been free from any written warning or other disciplinary action during the intervening period. Such request shall be submitted in writing to the Manager of Employee and Labour Relations.
- (b) Notwithstanding Article L8.06 (a), discipline received by a Teacher with respect to serious physical or psychological harm to students or other employees of the Board shall remain in the Teacher's personnel file.
- (c) Notwithstanding the aforementioned, a Teacher may apply to the Superintendent of Human Resources in writing to request the removal of such record(s) after eighteen (18) months have elapsed.
- (d) The only file that discipline shall be stored is in the personnel file. If, as per 8.06(a), discipline is removed from the personnel file, any accompanying Letter(s) assigning a member to home shall also be removed.
- (e) Non-disciplinary Letters of Expectation shall not be kept in any files at the board or the school level.

Medical Information

- L8.07 The Board shall ensure that all medical information regarding a Teacher is stored in a secure location and is managed in a completely confidential manner.
- (a) Access to such records and content of medical information collected by the Board shall be strictly limited to the designated Employee Support and Wellness Division. Such employees shall not be ETFO members.
- (b) All Medical Files are to be stored in a secured area, accessible only to personnel noted in L8.07 (a).
- (c) The Board should maintain a secure email and/or fax for the submission of medical which shall be accessible to only those listed in (a).

Information for Negotiations

- L8.08 Prior to the commencement of negotiations the Board will provide the Local with:
- (a) A statement of the current approved operating budget and expenditures.
- (b) Data on salaries, allowances and a scattergram for elementary Teachers.

- (c) Participation in each benefit plan and benefit plan rates.
- (d) Data on Teacher complement, class size and pupil enrolment.

ARTICLE L9.00 - COPIES OF THE COLLECTIVE AGREEMENT

L9.01 The Board will provide the Local with an electronic copy of the collective agreement and will post an electronic copy on the Employee Web Portal.

ARTICLE L10.00 – SALARY AND ALLOWANCES

L10.01 In the Web Portal, the Board shall provide to each Teacher a notice setting forth the following:

- Salary and allowances
- Benefit plan contributions
- Sick Leave information
- Deductions
- Gross Salary

L10.02 The Board and the Union agree to a bi-weekly 12 month pay schedule. The Board shall make available to the Union and its members a pay date schedule on an annual basis with the work dates covered for each pay out clearly denoted. The Board shall pay out the Teacher's full annual salary between September 1 and August 31 of each school year.

L10.03 The Board shall transmit the Teacher's pay to the Bank or Financial Institution of the Teacher's choice so that the funds are available on the days outlined in Article L10.02 and shall provide to the Teacher at the Teacher's school or worksite a statement of payment. The Local will not hold the Board responsible for the failure to transfer funds if such failure is beyond the control of the Board.

Grid Placement

L10.04 (a) Each Teacher shall be paid at the rate appropriate to the Teacher's teaching experience per articles L10.05 and the Teacher's category classification per article L10.06, as set forth on the grid in L10.10.

(b) Effective May 1, 2001, newly hired Teachers shall be paid in Category A1 until such time as they provide proof of a higher category classification. The appropriate adjustments shall be made retroactive to the date on which the employment commenced providing the Teacher submits proof of a higher category classification within seven (7) months of date of hire, otherwise salary adjustments will be made the first of the month following date of registration with the Board. If delays, which are beyond the control of the Teacher are experienced in receiving this proof, a copy of the letter explaining the delay must be submitted to the Manager, Employee Relations.

(c) Teachers with less than full-time assignment shall be paid pro rata based on their assignment percentage.

Home Instruction

- L10.05 (a) When home instruction is approved by the Board, the student's Teacher shall be given first right of refusal of such instruction.
- (b) When the student's Teacher refuses such instruction, another Teacher within the school shall have the right to perform such instruction.
- (c) If no Teacher volunteers for such home instruction, an Occasional Teacher may complete said instruction.
- (d) The fee for home instruction shall be:
Sept 1/19 – 1% - \$40.48 per hour plus 4% vacation pay
Sept 1/20 – 1% - \$40.89 per hour plus 4% vacation pay
Sept 1/21 – 1% - \$41.30 per hour plus 4% vacation pay

Grid Placement

- L10.06 A Teacher shall be placed on the salary grid in accordance with the Teacher's qualifications and approved elementary and/or secondary teaching experience. Teaching experience for initial placement on the salary grid for those Teachers newly hired by the Board on and after September 1, 1998 includes:
- (a) Each full year of elementary and/or secondary experience obtained in Ontario under either probationary or permanent status.
- (b) For the purposes of approved elementary and/or secondary teaching experience under probationary or permanent status a year shall be:
- (i) full-time calculated by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.
- (ii) accumulated part-time teaching experience pro-rated to establish a full-time equivalency by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.
- (c) Other teaching experience outside Ontario if recognized by the Ministry of Education and Training or deemed equivalent by the Director or designate.
- (d) Statutory pregnancy and parental leave as defined under the Ontario Employment Standards Act shall not be deducted from teaching experience.
- (e) Accumulated long-term occasional teaching assignments shall be pro-rated to establish a full-time equivalency by totaling the number of months and dividing by ten (10) to determine the number of years. Any remainder of five (5) or more months shall be counted as one (1) year.
- (f) Effective September 1, 2020, daily elementary occasional work shall be granted for each complement of ninety-seven (97) days of occasional teaching in one school year with the Board equaling one year. No Teacher shall earn more than one year's credit in one school year.

- (g) Each Teacher shall be required to submit satisfactory proof of teaching experience within seven (7) months of date of initial hire.

Increment

- L10.07 (a) To allow for an additional year of teaching experience a Teacher shall advance on the salary grid in September if the Teacher has taught sixty percent (60%) or more of the previous school year providing it has not been used for grid placement or advancement on the grid.
- (b) A Teacher who has been absent from work for more than forty per cent (40%) of the previous school year due to illness, certified by a physician, or due to an approved study leave, shall be allowed to advance on the salary grid in September of the following school year if the Teacher has not been absent for more than forty per cent (40%) of any previous school year.
- (c) A Statutory Pregnancy or Statutory Parental Leave of Absence shall not prevent a Teacher from advancing on the salary grid.

Category Changes

- L10.08 (a) A Teacher who submits a current Q.E.C.O. Programme Rating Statement shall have the Teacher's category placement recognized for salary purposes as of September 1 provided that:
 - (i) the qualifications were completed before August 31st of the previous school year;
 - (ii) the office of Human Resources has been notified before September 30th of the current school year that the Teacher intends to submit improved qualifications;
 - (iii) the Statement of Evaluation is registered with the Board within two (2) weeks of the Teachers receiving the statement, and,
 - (iv) the Rating Statement is registered with the Board before Dec. 31st.
- (b) A Teacher who submits a current Q.E.C.O. Programme Rating Statement shall have the Teacher's category placement recognized for salary purposes as of January 1 provided that:
 - (i) the qualifications were completed prior to December 31st of the current school year.
 - (ii) the office of Human Resources has been notified before January 31st of the current school year that the Teacher intends to submit improved qualifications.
 - (iii) the Statement of Evaluation is registered with the Board within two (2) weeks of the Teachers receiving the statement, and,
 - (iv) the Rating Statement is registered with the Board before April 30th of the current school year.
- L10.09 (a) If the submission of the Rating Statement is likely to be delayed beyond the time frames listed in L10.08 (a) and (b), and is beyond the control of the Teacher, the Teacher is required to notify the Human Resources Department in writing, giving the reason for the delay. Nothing in this article removes the obligation of the

Teacher to provide notification of intention to submit improved qualifications in accordance with the terms of this article. Otherwise, the effective date for payment will be the first day of the month following registration of the Rating Statement with the Board.

- (b) For Teachers who complete qualifications other than the time frames listed in L10.08 (a) and (b) above, placement for salary purposes will be the first day of the month following registration of the Rating Statement with the Board.

Grid

L10.10 (a) Effective September 1, 2019 to August 31, 2020, a 1% increase to the grid.

Effective September 1, 2019

Grid Step	CAT A1	CAT A2	CAT A3	CAT A4
0	\$47,258	\$49,840	\$53,706	\$56,712
1	\$49,840	\$52,628	\$56,930	\$60,146
2	\$52,412	\$55,423	\$60,146	\$63,587
3	\$54,986	\$58,213	\$63,368	\$67,020
4	\$57,565	\$61,005	\$66,592	\$70,464
5	\$60,146	\$63,800	\$69,820	\$73,900
6	\$62,728	\$66,592	\$73,045	\$77,333
7	\$65,305	\$69,388	\$76,262	\$80,766
8	\$67,887	\$72,178	\$79,480	\$84,203
9	\$70,464	\$74,969	\$82,701	\$87,648
10	\$73,045	\$77,764	\$85,927	\$91,085
11	\$79,052	\$83,781	\$94,528	\$100,970

- (b) Effective September 1, 2020 to August 31, 2021, a 1% increase to the grid.
Effective September 1, 2020

Grid Step	CAT A1	CAT A2	CAT A3	CAT A4
0	\$47,731	\$50,338	\$54,243	\$57,279
1	\$50,338	\$53,154	\$57,499	\$60,748
2	\$52,936	\$55,977	\$60,748	\$64,223
3	\$55,536	\$58,795	\$64,002	\$67,690
4	\$58,141	\$61,615	\$67,258	\$71,169
5	\$60,748	\$64,438	\$70,518	\$74,639
6	\$63,355	\$67,258	\$73,776	\$78,106
7	\$65,958	\$70,082	\$77,025	\$81,574
8	\$68,566	\$72,900	\$80,275	\$85,045
9	\$71,169	\$75,719	\$83,528	\$88,525
10	\$73,776	\$78,542	\$86,786	\$91,996
11	\$79,843	\$84,619	\$95,473	\$101,980

- (c) Effective September 1, 2021 to August 31, 2022, a 1% increase to the grid.
Effective September 1, 2021

Grid Step	CAT A1	CAT A2	CAT A3	CAT A4
0	\$48,208	\$50,841	\$54,785	\$57,852
1	\$50,841	\$53,686	\$58,074	\$61,356
2	\$53,465	\$56,537	\$61,356	\$64,865
3	\$56,091	\$59,383	\$64,642	\$68,367
4	\$58,722	\$62,231	\$67,931	\$71,881
5	\$61,356	\$65,082	\$71,223	\$75,385
6	\$63,989	\$67,931	\$74,514	\$78,887
7	\$66,618	\$70,783	\$77,795	\$82,390
8	\$69,252	\$73,629	\$81,078	\$85,896
9	\$71,881	\$76,476	\$84,363	\$89,410
10	\$74,514	\$79,327	\$87,654	\$92,916
11	\$80,641	\$85,465	\$96,428	\$103,000

No Adverse Effects

L10.11 No Teacher who is in the employ of the Board on date of ratification shall be adversely affected with respect to grid placement by reason of the application of any provision in this article.

Note: Teachers shall be paid in accordance with their respective pay equity plans.

Allowances

L10.12 (a) Consultants shall be paid grid salary plus an annual responsibility allowance of:

Effective September 1/19 - \$ 6603.61

Effective September 1/20 - \$ 6669.65

Effective September 1/21 - \$ 6736.35

(b) Special Assignment Teachers shall be paid grid salary plus an annual responsibility allowance of:

Effective September 1/19 - \$ 1704.75

Effective September 1/20 - \$ 1721.80

Effective September 1/21 - \$ 1739.02

- (c) Learning Resource Teachers shall be paid grid salary plus an annual responsibility allowance of:

Effective September 1/19 - \$ 1183.09

Effective September 1/20 - \$ 1194.92

Effective September 1/21 - \$ 1206.87

- (d) Teachers of self-contained Special Education Classes, Alter-Ed programs, Section 20 classrooms shall be paid grid salary plus an allowance as follows:

Special Education 1 or 2:

Effective September 1/19 - \$ 816.10

Effective September 1/20 - \$ 824.26

Effective September 1/21 - \$ 832.50

Special Education Specialist:

Effective September 1/19 - \$ 1183.09

Effective September 1/20 - \$ 1194.92

Effective September 1/21 - \$ 1206.87

Teachers shall only be paid for the highest certificate held, providing it has not been used for grid placement. The allowance shall be made payable from the first of the month following registration of the certificate with the Board. If the submission of the registration is likely to be delayed beyond the control of the Teacher, the Teacher is required to notify the Human Resources Department in writing, giving the reason for the delay.

- (e) Teachers with a graduate degree shall be paid grid salary plus an allowance as below, providing the above graduate degree has not been used for grid placement. The degree allowance shall be made payable from the first of the month following registration of the degree with the Board. If the submission of the registration is likely to be delayed beyond the control of the Teacher, the Teacher is required to notify the Human Resources Department in writing, giving the reason for the delay.

Effective September 1/19 - \$ 1045.35

Effective September 1/20 - \$ 1055.80

Effective September 1/21 - \$ 1066.36

- (f) The parties agree that the Second Graduate Degree Allowance for the former Hamilton and Wentworth Boards continue to be paid to those Teachers receiving it as of September 1, 2000, but that no new such allowance be paid to any Teacher. (Effective Sept. 1, 2011 an increase of 3%) (Effective Sept. 1, 2019 an increase of 1%, Effective Sept. 1, 2020 an increase of 1%, Effective Sept. 1, 2021 an increase of 1%).

- (g) The parties agree that all Special Education and ESL allowances currently paid for qualifications for the former Hamilton Board continue to be paid to those Teachers receiving it as of September 1, 2000, but that no new such allowance be paid to any Teacher. In addition, all allowances paid to Teachers as of September 1, 2000 for working in two schools from the former Hamilton Board and who continue to

work in two schools shall maintain their present allowance but no new such allowance shall be paid to any Teacher. (Effective Sept.1, 2011 an increase of 3%) (Effective Sept.1, 2019 an increase of 1%, Effective Sept. 1, 2020 an increase of 1%, Effective Sept. 1, 2021 an increase of 1%).

ARTICLE L11.00 – TRAVEL REIMBURSEMENT

L11.01 The Board shall pay to each Teacher who is authorized to use a vehicle on approved Board business mileage reimbursement in accordance with Board policy.

ARTICLE L12.00 – WORKING CONDITIONS

School Year

L12.01 The number of instructional days and professional development days shall be as set out in the legislated requirements.

Extra-Curricular Activities

L12.02 It is understood that extra-curricular activities are voluntary.

Instructional Time

- L12.03 (a) The Instructional day shall be three hundred (300) instructional minutes commencing with the start of opening exercises or the start of instruction whichever comes first and ending with the students dismissal from school for the day exclusive of lunch, nutrition break[s] and recess break[s].
- (b) For the purpose of instructional time, travel time will not be considered as a scheduled interval between classes.

Preparation Time

- L12.04 (a) The Board shall ensure that effective September 1, 2012, each teacher will receive a minimum of two hundred and forty (240) minutes of preparation time within each cycle of five (5) instructional days.
- (b) Such time shall be free from supervisory, teaching or other duties, exclusive of the morning and afternoon recesses, the lunch period and nutrition breaks, and shall be scheduled within the instructional day.
- (c) Teachers on part-time assignment shall have the amount of preparation time prorated as per the teaching assignment.
- (d) Professional Activity Days shall not be considered instructional days for the purposes of scheduling preparation time.
- (e) The Principal shall endeavor to distribute preparation time equally for each teacher throughout the 5-day cycle.

- (f) Missed preparation time shall only be rescheduled where a teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. If a Teacher is not allocated the full number of minutes of preparation time as stipulated above in 12.04 (a), within a given cycle of five (5) instructional days, the missed preparation time shall be re-scheduled for no later than twenty (20) instructional days after it should have been completed. The Principal shall endeavour to inform teachers of rescheduled preparation time by the end of the instructional day prior to the date of the rescheduled preparation time.
- (g) Preparation time shall be allocated in blocks of no less than thirty (30) minutes.

Lunch Break

L12.05 Each Teacher shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes for lunch free from supervisory, teaching, or other duties during the scheduled working day.

Time for Travelling

- L12.06 (a) A Teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations.
- (b) When traveling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the 40 minute lunch period.

Teacher Absence

- L12.07 (a) The Board will make every effort to replace an absent regular classroom Teacher.
- (b) A Teacher shall be required to report their absence to the Board’s automated reporting system.

Designated Teacher

- L12.08 (a) The Designated Teacher role shall be assigned to a Teacher in the school who has volunteered for such assignment. Should no teacher[s] volunteer, the Principal shall appoint a Designated Teacher. In the event that the entire school administration is absent from the building on a short-term basis, the Designated Teacher shall be responsible for the safety of the students.
- (b) Where the Principal has appointed a Designated Teacher, the Teacher shall be compensated by a responsibility allowance of \$15 per half day or less and \$30 for each full day.

Effective Sept. 1/19 - \$18.02 Half Day \$36.03 Full Day
 Effective Sept. 1/20 - \$18.20 Half Day \$36.39 Full Day
 Effective Sept. 1/21 - \$18.38 Half Day \$36.75 Full Day

- (c) When the Designated Teacher assumes any of the responsibilities of a Principal or Vice-Principal, as outlined in Article L2.01 (j) and L12.08 (a) an Occasional Teacher shall be hired if required. When these responsibilities are less than or equal to one full day, an Occasional Teacher will be hired if required. When these responsibilities are more than one full day an Occasional Teacher shall be hired.
- (d) A teacher shall receive two (2) instructional days' notice, whenever possible, of the request that the teacher act as the Designated Teacher for an absent Principal or Vice-Principal.

Consultants and Special Assignment Teachers

- L12.09 Consultants and Special Assignment Teachers will be subject to a one (1) year term appointment. This may be shorter if the incumbent so wishes. This term appointment may be renewed yearly for a period up to five (5) years upon the mutual agreement of the Teacher and the Board. Employment Standard Acts leaves shall be excluded from the five-year calculation.
- L12.10 If report card preparation is affected by significant technical difficulties, the Board agrees to provide lieu time, additional prep time, and/or extended deadlines as appropriate, to address the situation. The Board agrees to standardize Report Card Timelines across the system.
- L12.11 Upon request to the Principal, each Teacher in the Elementary Panel shall be provided with a lockable space in which to store personal belongings and a storage space for resources.
- L12.12 When a school closes due to Occupational Health and Safety recommendations, Teachers may choose to report to an alternate location of their choosing to continue their professional duties for that day.

Supervision Time

- L12.13 (a) Supervision time shall be defined as the time teachers are assigned to supervise students outside of the three hundred (300) minute instructional day as defined in L12.03.
- (b) Supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and any other scheduled supervisory duties at any of the following times:
 - (i) before the beginning of opening exercises or the beginning of the instructional day, whichever occurs first;
 - (ii) during lunch, nutritional breaks or recess breaks;
 - (iii) after school following the dismissal of students and beyond the 300 minute instructional day.
- (c) Effective on the first instructional day following ratification, the maxima of supervision time for elementary teachers will be 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.

- (d) Teachers on part-time assignments shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.

L12.14 The Principal shall endeavour to provide an equitable distribution of supervision to all Teachers.

L12.15 Regular Staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus wherever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Regular staff meetings will begin no later than fifteen (15) minutes after the student's instructional day. Schools with a start time of 9:15 am or later may have regular staff meetings that begin no earlier than ninety (90) minutes prior to the beginning of the instructional day. For schools with morning staff meetings, these meeting times shall be included in the staffing postings. Each meeting shall be no more than 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 the school and board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.

L12.16 At the beginning of each school year, the administrator(s) will ask teachers for information, including but not limited to the title, pronouns and name by which they wish to be addressed and will update school-based records accordingly.

ARTICLE L13.00 – STAFFING

Class Size

L13.01 In accordance with the Education Act the Board shall ensure that:

- (a) The average size of its elementary school classes in the primary division, in the aggregate, does not exceed 24 pupils.
- (b) The average size of its elementary school classes, in the aggregate, does not exceed 24.5 pupils.

L13.02 The size of each class on October 1, shall be no more than

Junior Kindergarten	23
Kindergarten	26
JK/SK Blended	23

After October 1 until the end of the school year, the limits as outlined above may be exceeded to a maximum of two (2) students to accommodate for any influx of students.

- L13.03 (a) The Board shall endeavour to limit to no more than three (3) the number of exceptional students integrated at any one time into a regular or rotary classroom.
- (b) By September 30 of each school year the Superintendent of Education responsible for elementary staffing will meet with the Local to review integration of exceptional pupils from self-contained classrooms into regular classrooms.

- (c) When building classes, consideration will be given to creating balanced classes within the school.
- (d) The Board agrees to provide FDK class size information reports to the Local on a monthly basis.

District Staffing Committee

L13.04 The District Staffing Committee shall consist of a number of representatives of the Board and the Union as determined by each party.

In-School Staffing Committee

- L13.05 (a) Each In-School Staffing Committee established shall be comprised of:
- (i) one Teacher as determined and elected by the school staff, and
 - (ii) the HWETL Steward, and
 - (iii) at least one administrator
- (b) The responsibilities of each In-School Staffing Committee shall be to provide input into the organization of the school timetable and supervision schedules.
- (c) The In-School Staffing Committee shall not discuss or assign individual teacher assignments.

Assignments

L13.06 All assignments shall include a job description, the grade level(s), specific subjects, if applicable, and breakdown of the FTE. The Principal will provide the division and subject for any preparation time coverage.

L13.07 In spring staffing and September reorganization, should an Administrator wish to assign a Teacher outside of their area of divisional qualifications as listed on the public register of the Ontario College of Teachers, consent as per the *Education Act* and its regulations will be sought from the Teacher in writing prior to the confirmation of the assignment. It is understood that such consent expires at the end of the school year.

L13.08 An Administrator will consider a Teacher's assignment choice(s), as indicated on her/his Teacher Assignment Request Form (TARF), and if unable to accommodate any of the choice(s) will provide a clear rationale at the time the assignment is given.

No assignments shall be posted in round one that were ranked higher on a Teacher's TARF than the assignment the teacher was provided, unless mutually agreeable by the Principal and the Teacher, provided the Teacher includes three (3) distinct teaching assignments on the form.

If the Administrator is unable to provide one of the Teacher's assignment choices, every reasonable effort will be made during September/Fall re-organization to provide one of those choices.

L13.09 The Principal will endeavour to provide the finalized school timetable for the next school year by the end of the current school year, but in any event by the Monday before Labour Day. The finalized timetable may change due to re-organization, but only those directly affected by the reorganization.

L13.10 Teachers shall start their new assignments following Fall re-organization no later than October 7th. The board shall endeavor to complete re-organization in the shortest time possible. Fall progress reports shall be sent home within the last week of the four week Ministry window.

French

L13.11 Effective September 1, 2020 Core French and Immersion teachers shall be required to remain in a French assignment for a minimum of five (5) school years. Following this period, French Core & Immersion Teachers may apply for English or French positions for which they are qualified, if they have five (5) years of service with the Hamilton-Wentworth District School Board in the French Core or Immersion Programs.

This will not be applied retroactively to any Teachers currently under this agreement as of the time of signing.

- (a) The Board shall prepare a list including every Elementary Teacher covered by this Collective agreement who has been hired with French Qualifications and has less than 5 years of credited French service. The list shall include how many years of French service each teacher is deemed to have given. This master French Credit list shall be available on the board's intranet by March 1 each year.
- (b) A Teacher shall have ten (10) working days to appeal the Teacher's position on the French Credit List by stating the reasons for the appeal in writing or the list shall be deemed correct. Human Resources Services shall review each appeal and revise the Teacher's placement on the list if warranted. The Teacher and the Local shall be advised as to the decision of Human Resource Services. No later than March 31st, the revised French Credit list shall be distributed to all administrators and posted on the board's intranet. A copy shall also be provided to the Union. The list may be amended from time to time when a new Teacher is employed or the employment of a Teacher is terminated. The master French Credit list shall be published annually.
- (c) Any part of a school year and any amount of FTE shall be deemed to constitute one (1) year of French credit. Leaves granted under the Employment Standards Act count for French service accrued under this article.

Instrumental Music

L13.12 When hiring a teacher for the delivery of the instrumental program for the intermediate panel, the teacher must possess the Instrumental Music Qualifications as per the Ontario College of Teachers, unless by mutual consent.

A Teacher may be retained out of order of seniority if there is no other Teacher with greater seniority, qualified to teach instrumental music as defined in accordance with the sub section 1.

Only the instrumental music assignment FTE (full-time equivalent) will be protected from this article.

Teachers currently teaching Instrumental Music as of the signing of this agreement shall be deemed to be a Qualified Instrumental Music teacher for the purposes of this article.

ARTICLE L14.00 – MEDICAL PROCEDURES

L14.01 Although the Principal may seek the voluntary assistance of the staff, the Board shall not require any Teacher to administer medication, perform any medical/physical procedures, or examine pupils for communicable conditions or diseases.

ARTICLE L15.00 – OCCUPATIONAL HEALTH AND SAFETY

L15.01 The Board and the Union agree to abide by the duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

L15.02 Each school/worksite shall maintain current information on students with Safe Intervention Plans and Behaviour Support Plans. The information will be provided to all Teachers prior to the beginning of their assignment. The school administrator(s) is/are responsible for ensuring the completion and updating of any Safety Intervention Plans/ Behaviour Support Plans and ensuring that they are distributed and staff are provided any applicable training related to them.

L15.03 The Local shall have three (3) representatives on the Board's Multi-Workplace Joint Health and Safety Committee.

L15.04 The Board and the Local agree that the Guidelines for the Structure and Function of the Joint Health and Safety Committee shall be attached to the collective agreement for information. Such Guidelines are subject to mutual agreement between the Parties to this Agreement.

L15.05 The Parties agree that it is the Board's obligation to provide a safe and healthy workplace environment. The Board shall make all reasonable provisions for the health and safety of employees. All rights and privileges established under any provincial statute in respect of occupational health and safety shall form part of this collective agreement.

L15.06 The Board recognizes that every Teacher has the right to be free from violence and threats of violence in the workplace and will take every precaution reasonable in the circumstance for the protection of Teachers from violence or threats of violence.

L15.07 The Board shall provide a Teacher with information, including personal information relating to a risk of workplace violence from a person with a history of violent behavior, if the Teacher can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the Teacher to injury as defined in the Occupational Health and Safety Act.

ARTICLE L16.00 – PEER COACHING AND MENTORING

L16.01 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.

ARTICLE L17.00 – BENEFIT PLANS

Articles L17.02 to L17.08 inclusive will remain in effect until March 31, 2017, when the local benefit plan is moved into the ETFO Provincial Benefit Plan. Effective April 1, 2017, see Section C5.0 of the Central Terms.

L17.01 The Board agrees to administer the plan for benefits including the execution of appropriate payroll deductions for the Teacher's share in premiums for those Teachers who elect to participate in the coverages.

L17.09 (a) The Board shall continue to make payroll deductions for present Teachers who have elected at their own expense to contribute the premium cost for long-term disability coverage. It shall be a condition of employment that all new Teachers hired on and after the ratification of this agreement become and remain members of the long-term disability plan.

It is agreed that the Board's sole responsibility under the Plan are to:

- (i) deduct the monthly payroll deductions and to record and remit such payments to the insurance carrier(s) and;
 - (ii) track absences of Teachers and report any absence of 20 consecutive days to the Local and;
 - (iii) participate in early intervention and return-to-work rehabilitation programs initiated on behalf of disabled members.
- (b) If a Teacher is absent and off the active payroll in excess of six (6) months, then the Teacher shall be responsible for paying in advance the full cost of any premiums for coverage under Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance.

L17.10 The E.I. Rebate shall accrue to the credit of the Board.

ARTICLE L18.00 – SICK LEAVE AND RETIREMENT GRATUITIES

Sick Leave Plan

L18.01 The Board shall maintain a sick leave plan for every Teacher who is a member of the Bargaining Unit.

L18.02 The following items are not chargeable to the sick leave plan and shall be without loss of salary:

Quarantine – Any Teacher who because of exposure of communicable disease is quarantined or otherwise prevented by the Medical Health Authorities from being present for duty.

Witness – Any Teacher who is a witness in any court proceedings to which the Teacher is not a party or one of the persons being charged, provided the Board is furnished with the witness fee.

Jury Duty – Any Teacher who is required to serve on a jury, provided the Board is furnished with the jury duty fees.

Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

L18.03 Any Teacher who is entitled to receive payments under the Workers' Safety Insurance Board and shall receive the difference between such payment and regular salary from the Board. If 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.

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.

L18.04 To qualify for sick leave, a Teacher who is absent from the Teacher's duties for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery.

L18.05 No salary payments will be made to a Teacher for absence due to personal illness or injury beyond the number of days standing in the Teacher's sick leave plan.

L18.06 The Employer and the Union, in recognition of their roles and legal obligations, agree to cooperatively develop work plans for each member requiring an accommodation based on restrictions and limitations. Such cooperative efforts shall involve Employer representatives, a Union representative and the Teacher requiring work accommodation. Where a Teacher refuses representation from their Union, the Board will advise the Union in writing that the Teacher has declined Union representation.

L18.07 There shall be no discrimination or reprisals based on disability in accordance with the Ontario Human Rights Code.

Sick Leave Gratuity

L18.06 During the lifetime of the collective agreement retirement gratuities will remain as status quo in accordance with the former Hamilton Board of Education or the former Wentworth County Board of Education Sick Leave Gratuity Plans (See Local Appendix "A" attached) as modified by the provisions of the Central Terms.

L18.07 A Teacher retiring from the teaching profession must be eligible for a pension under the terms of the Teachers' Pension Plan Act in order to receive a gratuity.

Payment of the Sick Leave Gratuity on Retirement

- L18.08 (a) The payment of sick leave gratuity is subject to the provisions of Part A Central Terms.
- (b) For purposes of historic record the provisions of the Collective Agreement prior to August 31st, 2012 are provided for the calculations of the gratuity amount.
- i) On the termination of employment for the purpose of retirement, a Teacher is entitled to an amount equal to one-half (1/2) the number of sick leave days standing in the account at time of retirement multiplied by the Teacher's per

diem rate of salary up to a maximum of one-half (1/2) year's earnings. The per diem rate shall be calculated by dividing the Teacher's annual earnings based on their annual full-time equivalency at time of retirement by the number of instructional days in the school year. A Teacher who takes a voluntary timetable reduction or a leave of absence during the year of retirement shall not have their salary entitlement reduced from the previous school year as a result of such voluntary timetable reduction or leave of absence. For a Teacher on long-term disability, the calculation of annual earnings will be based on the earnings and full-time equivalency the Teacher had at the time of disability.

- L18.09 (a) The Sick Leave Gratuity on retirement shall be paid in one lump sum at retirement.
- (b) If a Teacher, eligible for a vested retirement gratuity, dies while in the service of the Board, payment of this vested retirement gratuity shall be paid to the estate of the Teacher. Such payment will be conditional upon the qualifying rules for a gratuity, i.e. retirement eligibility and number of years of service required for payment.

ARTICLE L19.00 – LEAVES OF ABSENCE WITHOUT PAY

- L19.01 The Board may grant a Teacher a leave of absence without pay for up to 3 years. Teachers are required to provide reason for the request of a leave of absence.
- L19.02 A request for a leave of absence shall not be unreasonably denied. Leaves will not be granted to accept permanent employment elsewhere.
- L19.03 Before commencing a leave of absence, a Teacher may continue employee benefits during the period of leave by paying the full cost of the premium in advance; otherwise, the Teacher's employee benefit coverage will be canceled for the duration of the leave.
- L19.04 A Teacher on leave shall notify the Board in writing by March 31st of the Teacher's intention to return to teaching in the following September. A Teacher intending to return to teaching on a date other than in September shall give the Board a minimum of sixty (60) days prior notice. If the Teacher fails to notify the Board of the Teacher's intention to return to work in accordance with Article L19.04, then the Board shall advise the Teacher by registered mail to the last known address which appears on the Board's personnel records that the Teacher will be considered to have resigned unless notification of the member's intent to return to teaching is received by the Board within twenty one (21) calendar days. For a leave less than twelve (12) months, the date of notification of the Teacher's intention to return to teaching duties shall be agreed upon in writing at the time the leave is granted. The Board shall endeavour to assign that returning Teacher to a suitable position as soon as practicable. If a Teacher, upon returning from a leave of absence, is not returned to a comparable position, then the Teacher shall be given the first opportunity to accept the next available position. If the Teacher declines the position, the Board's obligation shall thereby be satisfied.
- L19.05 A Teacher elected to a municipal, provincial or federal office shall be granted a leave of absence without pay for the duration of the elected position. Articles L19.03 and L19.04 as set out above shall apply with respect to the provisions of this leave.

L19.06 Short Term Unpaid Leaves will be considered by the Superintendent of Human Resources Services. Approval is at the discretion of the Board. Requests are to be made in writing, at least one month in advance, indicating the reason and duration of the leave. Teachers will be responsible for the educational programming.

ARTICLE L20.00 – SHORT TERM PAID LEAVES OF ABSENCE

Bereavement Leave

L20.01 For absence occasioned by the death of a spouse, son, daughter, mother, father, sister or brother of the Teacher or the Teacher's spouse, leave shall be granted without loss of salary or deduction from the sick leave plan for a period not exceeding four (4) consecutive working days. If the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One additional day may be granted at the discretion of the Director or designate where extended travel is required.

L20.02 For absence occasioned by the death of other relatives of the Teacher's or the Teacher's spouse's immediate family, leave shall be granted without loss of salary or deduction from the sick leave plan for a period not exceeding three (3) consecutive working days. If the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time, on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director or designate where extended travel is required.

L20.03 For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the sick leave plan for a period not exceeding one (1) day for the purpose of attending a funeral.

NOTE: It is understood that the bereavement leave shall begin within seven (7) calendar days following the date of death or later if under extenuating circumstances.

Special Leave

L20.04 A Teacher may be allowed a special leave(s) of absence for compassionate reasons, subject to the approval of the appropriate Superintendent of Education for a period not exceeding three (3) days in any one academic year. Such leave will be without loss of salary and will not be deducted from the Teacher's sick leave plan.

Personal Leave

L20.05 (a) A Teacher shall be granted a leave of absence for personal reasons up to a maximum of two (2) days in any academic year. Such leave shall not abut a holiday.

(b) Notwithstanding Article L20.05 (a), a Teacher may request a personal leave day that abuts a holiday by sending an e-mail only to the Administrator. This request must be sent at least three working days prior to the date requested but no earlier than the first Friday following Labour Day of the current school year. Such requests will be granted on a first come first served basis. One personal leave abutting shall be granted for each 20 teachers on staff, rounded to the nearest 1. It is understood

that the minimum number of teachers entitled in a school would be one (1). The Administrator will respond by e-mail only to the request within two (2) working days. For greater clarity, this language applies to one personal day per each end of the holiday.

- (c) Personal leave days shall be without the loss of salary and will not be deducted from the Teacher's sick leave plan.

Holy Days

L20.06 Effective date of ratification leave shall be granted with pay and without deduction from the Teacher's sick leave plan for recognized religious holy days.

Parent Leave

L20.07 For absence occasioned by the birth or adoption of a child, the Board shall grant, upon written request, a leave of absence without loss of salary for a period not to exceed two (2) days. This leave shall be granted on a day that is associated with the day of birth, and/or the day of hospital release and/or when the child comes into the custody and control of the parent(s).

ARTICLE L21.00 – ACTING VICE-PRINCIPAL/PRINCIPAL

L21.01 (a) Teachers may be temporarily appointed to the position of Acting Vice-Principal/Principal to replace an absent Vice-Principal/Principal for a period of up to one year and shall have the right to resume the Teacher's bargaining unit duties at the end of the temporary assignment with full rights and privileges as though there have been no break in service within the bargaining unit.

- (b) Teachers may be temporarily appointed to the position of Acting Vice-Principal/Principal to fill a vacancy for emergency reasons for a period of up to one year and shall have the right to resume the Teacher's bargaining unit duties at the end of the temporary assignment with full rights and privileges as though there had been no break in service within the bargaining unit.

L21.02 The Teacher will continue to pay Union Dues and the Local Assessments. The Board shall deduct Union Dues and the Local Assessments in accordance with Article L3.00.

L21.03 Nothing in this article prevents the Teacher from resuming their position within the bargaining unit subject to ten (10) working days written notice to the Director or designate.

L21.04 The Teacher who has been temporarily appointed to the position of Acting Vice-Principal/Principal shall be replaced by an occasional Teacher. At the end of the assignment the Teacher shall return to a teaching position in accordance with Article L19.04.

ARTICLE L22.00 – PREGNANCY AND PARENTAL LEAVE (*In Accordance with the Employment Standards Act*)

Pregnancy Leave

- L22.01 (a) Upon application in writing, a Teacher who is pregnant and who is employed by the Board immediately preceding the estimated day of delivery, shall be entitled to a leave of absence without pay of at least seventeen (17) weeks
- (b) The Board shall not terminate the employment of or lay off any Teacher who has been granted a Statutory Pregnancy Leave.
- (c) A Teacher may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- (d) A Teacher shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (e) A Teacher who suffers a pregnancy related illness prior to the period of statutory leave and who furnishes the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave during the illness.
- (f) In the case of a Teacher who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth, or miscarriage that happens earlier than the employee expected to give birth, subsection (c) and (d) will not apply. The Procedure will be as indicated in (g), which follows.
- (g) Within two (2) weeks of stopping work a Teacher described in subsection (f) above must give the Board:
- (i) written notice of the date the pregnancy leave began or is to begin; and
 - (ii) a certificate from a legally qualified medical practitioner stating that:
 - in the case of a Teacher who stops working because of complications caused by the pregnancy, the Teacher is unable to perform the Teacher's duties because of complications caused by the pregnancy and states the expected birth date; (or)
 - in any other case, states the date of birth, stillbirth or miscarriage and the date the Teacher was expected to give birth.
- (h) The pregnancy leaves ends:
- (i) *the later of six (6) weeks after birth, still-birth or miscarriage* – seventeen (17) weeks after the leave began; (or)
 - (ii) at an earlier date if the Teacher gives the Board four (4) weeks written notice of the date.
- (i) A Teacher who intends to resume employment on the expiration of a statutory pregnancy leave of absence shall so advise the Board. Upon return to work the Board shall reinstate the Teacher to the position the Teacher most recently held providing:

- (i) the leave was statutory in length,
- (ii) the position, which the Teacher left, is still in existence upon the return of the Teacher,
- (iii) the Teacher has not requested a different assignment (either a location change or a timetable change).

Reinstatement shall be without loss of seniority or benefits.

- (j) This clause is in effect until March 31, 2017, when the local benefit plan is moved into the ETFO Provincial Benefit Plan. Effective April 1, 2017, see Section C6.0 of the Central Terms.

The Board shall continue to contribute its share towards the premium cost of the Teacher's employee benefits – Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory pregnancy leave up to a maximum of seventeen (17) weeks unless the Teacher gives the Board written notice that the Teacher does not intend to pay the employee's contributions.

- (k) A Teacher granted a statutory pregnancy leave of absence shall be compensated by the board under the Supplemental Employee Benefit (SEB) plan.

Parental Leave

- 22.02.1 (a) For the purpose of this clause and Appendix "B", parent shall be defined as one of the following:

- (i) natural father or mother;
- (ii) adoptive father or mother;
- (iii) any person in a relationship of some permanence with the parent of the child.

- (b) Upon application in writing, an employee of the Board who is a parent of a child is entitled to a leave of absence without pay following:

- (i) the birth of the child; or
- (ii) the coming of the child into custody, care and control of a parent for the first time.

- (c) The Board shall not terminate the employment of or lay off any Teacher who has granted a Statutory Parental Leave under this clause.

- (d) The Parental Leave of an employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into custody, care and control of the parent for the first time.

- (e) For Teachers not covered under (d) parental leave which began on December 31, 2001 and thereafter may begin no more than fifty-two (52) weeks after the day the child is born or comes into custody, care and control of a parent for the first time.

- (f) The Teacher shall give the Board at least two (2) weeks written notice of the date the leave is to begin.

- (g) If a Teacher wishes to change the date when a Parental Leave is scheduled to begin the Teacher must give written notice:
 - (i) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or
 - (ii) two (2) weeks before the leave was to start if the leave is to begin later than indicated.

- (h) If a child comes into custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.

- (i) The Parental Leave ends:
 - (i) thirty-five (35) weeks after it begins if the Teacher also took a pregnancy leave, or thirty-seven (37) weeks if they did not take a pregnancy leave; or
 - (ii) at an earlier date if the Teacher gives the Board at least four (4) weeks written notice before the earlier date; or
 - (iii) at a later date if the Teacher gives the Board at least four (4) weeks written notice before the date the leave was to end.

- (j) A Teacher who intends to resume employment on the expiration of a statutory Parental Leave of absence shall so advise the Board. Upon return to work the Board shall reinstate the Teacher to the position most recently held providing:
 - (i) the leave was statutory in length,
 - (ii) the position, which the Teacher left, is still in existence upon the return of the Teacher,
 - (iii) the Teacher has not requested a different assignment (either a location change or a timetable change).

Reinstatement shall be without loss of seniority or benefits.

- (k) This clause is in effect until March 31, 2017, when the local benefit plan is moved into the ETFO Provincial Benefit Plan. Effective April 1, 2017, see Section C5.0 of the Central Terms.
 - (i) The Board shall continue to contribute its share towards the premium costs of the Teacher's employee benefits – Semi-Private Hospital Care, Extended Health Care, Dental and Group Life Insurance during the period of the statutory Parental Leave up to a maximum of eighteen (18) weeks unless the Teacher gives the Board written notice that the Teacher does not intend to pay the employee's contributions.

 - (ii) The Board shall continue to contribute its share towards the premium costs of the Teacher's employee benefits – Semi-Private Hospital Care, Extended Health Care, Dental and Group Life Insurance during the period of the statutory Parental Leave up to a maximum of thirty-seven (37) weeks unless the Teacher has taken a pregnancy leave or unless the Teacher gives the Board written notice that the Teacher does not intend to pay the employee's contributions.

- (l) A Teacher granted a statutory Parental Leave of absence shall be compensated by the Board under an E.I. approved Supplementary Benefit Plan, provided the Teacher:
 - (i) has not already received payment during the pregnancy leave;
 - (ii) is eligible for parental leave benefits under E.I.;
 - (iii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.

- (m) This plan shall be subject to approval of E.I. Refer to Appendix B for details on E.I. SEB plan.

Extended Parental Leave

- L22.03 (a) A Teacher granted statutory pregnancy or parental leave shall be entitled, upon request, to an unpaid extension of the leave up to a period of two (2) years.

 - (b) The date of return of the Teacher shall be mutually agreed upon between the Teacher and the Superintendent.

 - (c) Any Teacher returning to teaching from an extended parental leave during the same school year that the leave began has the right to be reassigned to the same position held prior to going on leave. A Teacher returning from an extended parental leave in a different school year has the right to be assigned in accordance with Article L19.04.
- L22.04 A Teacher shall continue to accrue seniority during an extended parental leave up to a maximum of two (2) years.

ARTICLE L23.00 – LOCAL RELEASE TIME/LEAVE

- L23.01 (a) Upon application by the Local to the Director of Education or designate, a request for a leave of absence for the duration of the member's term of office shall be granted to a member of the bargaining unit who has been elected to perform duties of the Local. The elected member must continue in their present teaching assignment for up to two (2) weeks following receipt of the letter by the Director of Education or designate.

 - (b) The Local shall apply on behalf of a Teacher in writing to the Director or designate for such a leave of absence. The Local shall apply no later than October 30th for leave beginning January 1st, and not later than May 31st for leave beginning September 1st, unless other mutually acceptable dates are arranged.
- L23.02 The Board shall continue to pay full salary and benefits for the Teacher(s) concerned. The Local will reimburse the Board the cost of salaries and benefits based on a Teacher in Category A3, Year 2 and if applicable any responsibility allowances.
- L23.03 In addition to the persons released in Article L23.01, at the request of the Local, the Board shall release members of the bargaining unit's negotiating team from teaching duties. The Local shall reimburse the Board for the release of the members attending negotiation sessions at the occasional teaching daily rate of pay.

- L23.04 (a) In addition to the persons released in L23.01, the Board shall grant further release time from teaching duties for additional members of the Local. The Local shall reimburse the Board at the occasional teaching daily rate of pay and shall provide the Board with sufficient prior notice. This leave shall not exceed one hundred and fifty (150) days in any school year.
- (b) Notwithstanding 23.04 (a), one (1) day leave shall be granted each year for each HWETL Steward. The Local shall reimburse the Board for the release of these members at the occasional teaching daily rate of pay. Date and time of release shall be mutually agreed upon by the board and the Local. The Local will provide the Board with a list of attendees following the release date.
- (c) Notwithstanding 23.04 (a), one (1) day leave shall be granted each year for each new HWETL Member. The Local shall reimburse the Board for the release of these members at the occasional teaching daily rate of pay. Date and time of release shall be mutually agreed upon by the board and the Local. The Local will provide the Board with a list of attendees following the release date. For the purposes of this article, new HWETL member shall mean a teacher who has obtained their first permanent elementary teaching contract with the board within the current or previous school year and/or who has not yet attended the training.
- L23.05 If a member is released less than full-time any combination of teaching assignment and leave shall be agreed to by the Teacher and the Principal of the school concerned.
- L23.06 Should any Teacher be elected to the Provincial Executive of ETFO, or seconded to the executive staff of ETFO, such Teacher shall be granted a leave of absence if requested without loss of salary or employee benefits, provided that the Board is reimbursed for the full cost of the Teacher's salary and benefits by ETFO.
- L23.07 The Teacher on leave shall notify the Board by June 1st in writing of the Teacher's intention to return to teaching duties effective September 1st.
- L23.08 Any Teacher released to perform Local duties shall continue to accumulate seniority, teaching experience and sick leave credits during the period of leave.
- L23.09 A Teacher returning to the classroom from a Union leave of absence shall be provided the opportunity to meet with the Superintendent of Human Resource Services prior to being placed in an assignment. After the meeting with the Superintendent of Human Resource Services, a Teacher who is returning to the classroom from any form of Union Leave shall be provided with the option to elect an assignment(s) from any available assignments directly after Medical but prior to the regular staffing placement table. They would be given the opportunity to elect at each round of postings, but once an assignment had been elected, the obligation to them under this article would be deemed to have been fulfilled. Should this Teacher return outside of the regular staffing period, they would be given the option to elect an LTO until the next staffing period at which point they would elect an assignment for the following school year as above.

ARTICLE L24.00 – DEFERRED SALARY LEAVE PLAN (DSLPL)

- L24.01 (a) A Teacher who has completed at least two (2) years continuous service with the Board may apply for a DSLPL for one (1) year.

- (b) The Board shall endeavour to grant all requests for paid leave of absence, but shall have the right to limit the number of leaves granted.
- (c) The conditions governing a DSLP shall be as follows:
 - (i) requests for leaves under this article will be considered only for the third (3rd), fourth (4th) or fifth (5th) year of the agreement.
 - (ii) a Teacher shall apply to the Board for a paid leave of absence prior to September 15th of the current school year, and the Board shall notify the applicant by October 20th of the current school year.
 - (iii) if a paid leave of absence is granted, the Board and the Teacher shall complete and sign an agreement form, a copy of which shall be given to the Local.
- (d)
 - (i) if the leave is to be taken in the third (3rd) year of the agreement then thirty-three and one-third per cent (33 1/3%) of the Teacher's salary shall be held back for each of the two (2) years proceeding the year of leave.
 - (ii) if the leave is to be taken in the fourth (4th) year of the agreement then twenty-five per cent (25 %) of the Teacher's salary shall be held back for each of the three (3) years proceeding the year of leave.
 - (iii) if the leave is to be taken in the fifth (5th) year of the agreement then twenty per cent (20%) of the Teacher's salary shall be held back for each year of the four (4) years preceding the year of leave.
 - (iv) the salary held back shall be held in trust by Tandia (formerly the Hamilton Teachers' Credit Union) and shall be paid to the Teacher in the year of the leave.
 - (v) interest shall be paid to the Teacher in December of the year in which it is earned.
- (e) The method of payment in the year of the leave shall be mutually agreed upon by the Board and the Teacher.
- (f) The Board shall maintain full employee benefit coverage for the Teacher during the year of leave.
- (g) Pension deductions shall be in accordance with the regulations under the Ontario Teachers' Pension Plan.
- (h) The plan is subject to any regulations or income tax rulings issued by the Revenue Canada. The Local shall be advised of any such rulings.
- (i) If the Teacher ceases to be employed by the Board, withdraws from the agreement or dies prior to taking the leave of absence, the Board shall pay to the Teacher or the Teacher's estate the full amount of salary together with accrued interest as soon as possible.
- (j) Conditions governing the return to regular duties shall be in accordance with the terms of Article L19.04 of this Agreement.
- (k) During the period of leave, seniority and teaching experience credit will continue to accrue.

- (l) A Teacher who was granted a DSLP prior to the implementation of this Article shall continue to be covered by the terms and conditions of the leave as previously agreed to by the Board and the Teacher.

ARTICLE L25.00 – SENIORITY

- L25.01 The seniority provisions developed in accordance with this Article shall be used only for the purpose of Surplus and Lay-off and by the Staffing Placement Committee.
- L25.02 “Seniority” is defined as the length of “Total Employment” as an Elementary Teacher with the Board and its predecessors.
- L25.03 “Total Employment” is defined as the total number of years of employment with the Board and its predecessors in the Elementary Panel that a Teacher has accumulated as a permanent or probationary Teacher regardless of whether the employment is full-time or less than full-time. “Total employment” shall include any accumulated employment as an Elementary Occasional Teacher on a long-term basis after December 31, 1997. All calculations shall be rounded to the nearest 1/10 of year. A year shall be deemed to consist of 194 days for the purpose of calculating seniority.
- L25.04 The effective date at which Seniority shall be calculated shall be August 31 of each year.
- L25.05 The Board shall prepare a list ranking every Elementary Teacher covered by this Collective agreement. The list shall include each Teacher in decreasing order of seniority. This master seniority list shall be available in all sites employing Elementary Teachers by March 1 each year. The list shall specify all factors, which determine the seniority status of each Teacher respectively, as determined and accumulated in accordance with this Article.
- L25.06 A Teacher shall have ten (10) working days to appeal the Teacher’s position on the Seniority List by stating the reasons for the appeal in writing, including all necessary documentation, to Human Resources or the list shall be deemed correct. Human Resources shall review each appeal and revise the Teacher’s placement if warranted. The Teacher and the Local shall be advised as to the decision of Human Resources. No later than March 31st, the revised seniority list shall be distributed. The list may be amended from time to time when a new Teacher is employed or the employment of a Teacher is terminated. The master seniority list shall be published annually.
- L25.07
 - (a) Seniority shall be established within the Elementary Panel by determining Total Employment with the Board and its predecessors in the Elementary Panel as determined under Article L25.03.
 - (b) Notwithstanding Article L25.03, and with the exception of L25.07 (c) no Teacher shall have previously accumulated seniority reduced or removed as a result of the application of the provisions outlined in this Article.
 - (c) A teacher who retires or resigns and is entitled to and has received a reduced, unreduced or commuted pension and is thereafter re-employed as an Elementary teacher by the Board, will not have previously accumulated seniority recognized for seniority list placement.

L25.08 When two or more Teachers are initially found to have equal seniority, the following order of tie- breaking shall be used:

- (a) total accumulated employment as an Elementary Occasional Teacher with The Hamilton-Wentworth District School Board and its predecessor Boards on a long-term contract up to and including December 31, 1997;
- (b) total employment as a Teacher with the Board and its predecessors in the secondary panel and where equal;
- (c) total employment as a Teacher in either the elementary or secondary panel with other school boards/authorities and where equal;
- (d) by lot to be conducted annually.

L25.09 For the purposes of this Article, a Teacher shall continue to accumulate seniority during any and all leaves of absence except unpaid personal or general leaves.

ARTICLE L26.00 – LAY-OFF AND SURPLUS TEACHERS

Surplus Teacher

L26.01 “Surplus Teacher” shall be defined as a Teacher who is surplus to the staffing requirements of their present school and is available for transfer in accordance with Article L5.00 and/or redundant to the staffing needs of the elementary panel.

L26.02 (a) Subject to L26.04 and L26.05 below, the least senior Teacher in the school shall be declared surplus to the school. A Teacher may be retained out of order of seniority if there is no other Teacher with greater seniority qualified for the position and the school program necessitates the retention of the Teacher. The out of order retention only applies as per the restricted subjects as defined by the Education Act and its Regulations. For greater clarity, Core French and French Immersion Teachers may be retained out of order of seniority if there is no other Teacher with greater seniority qualified for the position and the school program necessitates the retention of the Teacher.

(b) Instrumental Music Teachers may be retained out of order of seniority if there is no other Teacher with greater seniority qualified for the position in accordance with Article 13.12 and the school program necessitates the retention of the Teacher.

L26.03 Unless by mutual consent, no Teacher shall be declared surplus to a school who:

- (i) is within three (3) years of retirement and has provided the Board with a letter of intent to retire; or
- (ii) is under review.

L26.04 (a) A Teacher may volunteer to be declared surplus by indicating such, in writing to the Principal:

- (i) no later than five (5) teaching days following the presentation of the approved school organization for September by their Principal;
- (ii) no later than two (2) teaching days following the presentation of the revised school organization in September.

- (b) A Teacher who volunteers to be declared surplus may participate in the posting process.

List of Teachers for Possible Lay-off

- L26.05 The Superintendent responsible for elementary staffing shall establish a list of Teachers who are surplus to the needs of the elementary panel. This will occur when the number of Teachers exceeds the staffing requirements of the Board.
- L26.06 In the event of layoffs in the elementary panel, surplus shall be based upon ranking as defined by the seniority list.
- L26.07 The Teacher who is to be laid-off shall be recognized as a competent Teacher and shall be given a letter to this effect by the Board no later than April 30th. Such letter will indicate the reason why the Teacher is laid off. Prior to this the Local shall receive a copy of the names.
- L26.08 Notwithstanding Article L26.13, a Teacher may be retained out of order of termination or seniority if the continuation of program necessitates the retention of the Teacher and there is no other unassigned Teacher with greater seniority qualified for the position in accordance with the Education Act and Regulations.
- L26.09 On September 1 all Teachers who have been laid off, shall be identified as being on the Recall List. The Board will notify the Local of the names of those Teachers identified as being on the Recall List.
- L26.10 Any Teacher who has been laid off in accordance with the provisions of seniority and surplus procedures of this Agreement shall be eligible for recall for a period of three (3) years from the effective date of termination and shall accrue seniority for that period of time the Teacher remains on the Recall List.

Lay-off of Teachers

- L26.11 Before hiring from outside the Hamilton-Wentworth system or effecting transfers from another panel the Board shall offer vacant teaching positions in its schools/work sites to qualified Teachers on the Recall List on the basis of seniority.
- L26.12 When teaching positions become available, they shall be offered to Teachers eligible for recall in order of seniority on the seniority list, provided that the Teacher is qualified for the position, or becomes qualified before the assignment commences.
- L26.13 A Teacher who accepts a position in accordance with this Article shall be reinstated with full rights as a Teacher (exclusive of advancement on the grid) and benefits unless specifically modified by this Agreement.
- L25.14 It is the responsibility of all Teachers on the recall list to maintain current addresses and telephone numbers with the Human Resources Services of the Board and the Local.
- L26.15 When a position becomes available, the Board shall contact the most senior qualified Teacher being recalled by telephone and offer the position by registered mail.

L26.16 A Teacher on the recall list shall be given the opportunity to apply for placement on the elementary occasional Teacher's list for the Hamilton-Wentworth District School Board.

L26.17 A Teacher shall forfeit the Teacher's right of recall if the Teacher:

- (a) declines a written offer from an official of the Board of an appointment to a vacant position;
- (b) does not reply within ten (10) working days of an offer of employment sent by registered mail to the Teacher's last known address;
- (c) accepts an appointment to a regular teaching position elsewhere; or
- (d) elects to receive a severance allowance.

Severance Pay

L26.18 (a) Severance Pay will apply to all Teachers with more than one year's seniority who are laid off. The amount of severance allowance shall be 10% of annual salary for each year up to a maximum of 20% of annual salary. The amount of severance allowance shall be based on the annual salary the Teacher was earning immediately prior to the lay-off.

(b) A Teacher on an unpaid leave of absence who is laid off and who elects to receive the severance allowance shall receive a severance allowance based on the annual salary the Teacher was earning immediately prior to the lay-off.

(c) A Teacher must notify the Board in writing within eight (8) weeks following the date of being laid off of the Teacher's desire to receive a severance allowance in lieu of recall. If such notice is not received within eight (8) weeks, the Board shall have no obligation to pay the severance allowance.

(d) The Board shall have no further obligation under this Agreement to a Teacher who receives a severance allowance.

L26.19 If a Teacher declines an offer of employment under the provisions of Article L26.00, the Board shall have no further obligation to that Teacher under this Agreement. A Teacher who declines occasional teaching assignments shall not prejudice the Teacher's recall rights under this Agreement.

ARTICLE L27.00 – PART-TIME ASSIGNMENTS

Definition of Teacher on Part-Time Assignment

L27.01 A Teacher on a part-time assignment is a Teacher employed on a regular basis for other than full-time duty.

Part-Time to Full-Time

L27.02 Part A

A Teacher with a part-time assignment, who no later than ten (10) teaching days before the June expansion placement meeting, requests a timetable expansion for the following school year will be placed following the June placement meeting, providing they are qualified up to and including April 30th of the following school year before any other candidates are hired, according to the following:

- (i) The Board will place Teachers on the expansion list, in order of seniority and qualifications, in the remaining unfilled vacancies from the June placement meeting;
- (ii) The Board will continue to expand these Teachers on the expansion list, according to seniority and qualifications, into vacancies occurring after the June placement meeting up to and including August 31st;
- (iii) Vacancies occurring from September 1st, up to and including the date of the September re-organization placement meeting, will be available at the placement meeting table for those Teachers who need to be placed (unless bringing the vacancy to the placement table creates a declaration of surplus at the school where the vacancy occurred);
- (iv) The Board will offer the remaining unfilled vacancies from the September reorganization placement meeting to the Teachers on the expansion list in order of seniority and qualifications;
- (v) Vacancies occurring after the September reorganization placement meeting will be offered to the Teachers on the expansion list in order of seniority and qualifications up to and including April 30th;
- (vi) Each time a vacancy occurs after the June expansion placement meeting, the Board will offer the vacancy, starting with the most senior Teacher, even if they have declined a previous expansion offer. Teachers who have accepted an expansion to 1.0 FTE or have been expanded to their requested FTE (less than 1.0 FTE) will not be offered any further vacancies. After the initial offer of expansion occurs and has been declined by a Teacher, the Board will only provide an additional two offers of expansion to said Teacher. Further, the Board will send a communication via Board email, following an initial phone call, to all Teachers who have declined a June expansion offer, or have not yet been expanded, explaining that they will only be entitled to two further offers of expansion after the initial offer of expansion. These offers will be in order of seniority, for assignments for which Teachers are qualified. The Board will not be obliged to call with expansion offers if the vacancy does not fall within the parameters outlined on the Teacher's completed form;
- (vii) Teachers on the list will be given the option of accepting a 1.0 FTE assignment, thus vacating their current position or, if there are partial FTEs available, becoming 1.0 FTE in their current assignment;
- (viii) Ensuing vacancies will be filled in the most convenient manner which may include offering the ensuing vacancies to Teachers in Part A or Part B of this Article.

New Teachers, with partial FTE, hired after the deadline for the submission of the June Expansion Request Form and prior to the last Friday before Labour Day will, upon hire, be provided with a New Hire Expansion Request and Profile Form. These forms will be due to the board no later the first Friday following Labour Day. Following the receipt of these forms and prior to reorganization, the Board will assign each of these Teachers a placement on the Seniority List. These teachers, hired after the June Placement meeting and prior to September reorganization will be placed according to the following criteria:

- (i) New Hires will be integrated into the master Seniority list;
- (ii) The New Hires will be offered expansion, by Seniority, together with the "Part A" expansions;
- (iii) It is understood that New Hires who have submitted the New Hire Expansion Request and Profile Form will only be offered any available FTE, by seniority, that does not cause them to vacate their existing partial FTE and will be given the opportunity to vacate their existing FTE during September/Fall reorganization, if indicated on their New Hire Expansion Request and Profile form.
For clarity, there will be no hiring of new HWETL Teachers from September 1st until September reorganization.
Vacancies that become available after the Friday prior to Labour Day up to the September/Fall reorganization, will be filled with an occasional teacher until a permanent teacher can be placed at reorganization.

L27.02 Part C

New Teachers, with partial FTE, hired after September/ Fall reorganization will, upon hire, be provided with a New Hire Expansion Request and Profile Form. The Board will accept these requests according to the following criteria:

- (i) New Hires will be placed on a separate list in order of seniority and will include teachers not expanded in Part B;
- (ii) Following the Part A process, the Board will offer New Hires, in order of seniority and provided they are qualified, any remaining vacancies that exist; Following reorganization, any FTE that become available will, if it has been declined by all Teachers in the Part A / Part B process, be offered to Teachers in the Part C process by seniority. For greater clarity, this seniority list now includes those teachers who have not been fully expanded in Part B.
- (iii) It is understood that New Hires who have submitted the New Hire Expansion Request and Profile Form will only be offered FTE that does not cause them to vacate their existing partial FTE.

Any Teacher who is not expanded by April 30th will be required to complete an Expansion Request form for the following school year with all applicable deadlines applied.

- L27.03 (a) A Teacher with a full-time assignment who, prior to April 1, requests a reduced timetable for the following school year shall have the request granted.

- (b) A Teacher who requests and is granted a reduced timetable for the following school year will return to the Teacher's previous F.T.E. at the end of that school year.
- (c) Teachers who are on a Voluntary reduction vacate their F.T.E. within their school. However, prior to presenting their approved organization to staff, should the Principal have F.T.E above the current staffing complement, but not greater than 0.4 F.T.E., the Principal shall offer to increase the Teacher to the most F.T.E. possible within the building. The Teacher will have the option of accepting the F.T.E or remaining at the reduced F.T.E. in that school. If there is more than one teacher to whom this article applies, teachers will be returned to their previous F.T.E. at their school by seniority. All other language related to Voluntary Reductions continues to remain in effect.
- (d) A Teacher may apply prior to April 1 for an extension of the Teacher's part-time leave for the next school year and such extension shall be granted.
- (e) On return to the Teacher's previous F.T.E., the Teacher shall be subject to the Surplus and Lay-Off provisions in Article L26.00.
- (f) Teacher participating in a voluntary timetable reduction shall receive full seniority.

- L27.04 (a) If a Teacher is split between two locations, a Teacher may be repatriated to a location. Prior to round 1 postings should the Principal have vacant F.T.E not greater than 0.4 F.T.E. and no surplus declared, the Principal may offer to increase the Teacher to the most F.T.E. possible within the building thus vacating their FTE at their other school. The Teacher will have the option of accepting the F.T.E or remaining at the two locations. If there is more than one teacher to whom this article applies, teachers will be returned to their previous F.T.E. at their school by seniority.
- (b) If there are teachers who could be Repatriated and teachers who are returning from a Voluntary Reduction under article 27.03(c) those teachers shall all be ordered by Seniority and the F.T.E. shall be distributed accordingly.

Benefits

This clause is in effect until March 31, 2017, when the local benefit plan is moved into the ETFO Provincial Benefit Plan. Effective April 1, 2017, see Section C5.0 of the Central Terms.

- L27.05 A Teacher on part-time assignment shall have the right to participate in the Board's benefit plans. The Board's contribution towards the benefit premiums for a part-time Teacher shall be pro-rated in the same proportion that the part-time teaching assignment bears to a full-time teaching assignment.

Preparation Time

- L27.06 A Teacher on part-time assignment shall be assigned preparation time pro-rated within the instructional day.

Experience Credit

L27.07 For the purposes of approved elementary and/or secondary teaching experience under probationary or permanent status a year shall be: Accumulated part-time teaching experience pro-rated to establish a full-time equivalency by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.

Scheduling of Assignments

L27.08 The Board shall schedule assignments consecutively during the part of the working day during which the part-time Teacher has been assigned to teach. The Board may schedule assignments non-consecutively only with the consent of the Teacher.

ARTICLE L28.00 – GRIEVANCE AND ARBITRATION PROCEDURE

L28.01 The Board and the Local agree that the designated grievance procedure as hereinafter set forth shall serve and constitute the means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of the Agreement, and the specifically designated grievance procedure shall be followed. Wherever the term "Grievance Procedure" is used, it shall be considered as including the arbitration procedure.

L28.02 "Grievance" shall mean a difference arising from the interpretation, application, administration or alleged violation of the Agreement.

L28.03 All time limits referred to in the grievance procedure herein contained shall be deemed to be exclusive of Saturday, Sunday, or the holidays set forth in regulations of the Ministry.

L28.04 The parties to this Agreement agree to resolve grievances as quickly as possible. A Teacher with a grievance shall first discuss the matter with an official of the Board in an endeavour to resolve the grievance. A Teacher may have a representative of the Local accompany the Teacher to see the official of the Board. If the grievance is not satisfactorily resolved then the grievance procedure outlined below may be followed.

Step No. 1

The grievance shall be presented in writing to the Manager, Employee Relations or designate within twenty (20) days from the time the circumstances upon which the grievance is based were known or should have been known by the Local. The written grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated, and shall be signed by the representative(s) of the Local. The Manager, Labour Relations or designate shall inform the Local of the name of the official designated to hear the grievance at a Step No. 1 meeting with the Local. The Step No. 1 meeting shall be held within ten (10) days of the receipt of the written grievance. The designated official shall give the Local a written decision no later than ten (10) days after the aforementioned meeting. If the decision is not satisfactory to the Local, then the next step must be taken within ten (10) days of the receipt of the written decision but not thereafter.

Step No. 2

At this step the written grievance shall be submitted to the Superintendent of Human Resources Services or designate within the aforesaid ten (10) days of receipt of the written decision at Step No. 1, but not thereafter. A meeting will be held between the representative of the Local, and Superintendent of Human Resources Services or designate within ten (10) days of the submission of the written grievance. The Superintendent of Human Resources Services or designate shall give a written decision to the representative of the Local within ten (10) days of such meeting. If the written decision is not satisfactory to the representative of the Local then the next step must be taken within ten (10) days of receipt of the written decision, but not thereafter.

Step No. 3

In the event the grievance is not settled at Step No. 2, the Local may request arbitration of the grievance by giving notice in writing to the Board within ten (10) days of receipt of the written decision at Step No. 2 but not thereafter. If a request for arbitration is not given within such ten (10) day period, the decision at Step No. 2 shall be final and binding upon both parties to this Agreement, and upon any employee affected by it.

The grievance shall be submitted to a mutually agreed upon single Arbitrator. The party desiring arbitration shall indicate the name of a sole Arbitrator. The recipient of the notice shall, within ten (10) days, inform the other party in writing that it accepts the other party's appointee as a single Arbitrator or provide three (3) alternate names. Should the Parties fail to agree upon an Arbitrator within ten (10) days of receipt of the three alternate names, the appointment shall be made by the Labour Relations Board upon the request of either party.

L28.05 The Arbitrator shall hear and determine the matter and shall issue a decision, which shall be final and binding upon the parties and upon any employee affected by it.

L28.06 The Arbitrator shall not be authorized to add, delete, modify or otherwise amend the provisions of the Agreement nor make any decision inconsistent with the provisions of this Agreement, nor adjudicate any matter not specifically assigned to them.

L28.07 Each party hereto shall bear its own costs of, and incidental to, such arbitration proceedings. The fees and charges of the Arbitrator shall be borne equally by the parties hereto. Either party shall have the right to require the attendance of the grievor at the Arbitration hearing.

L28.08 The time limits and other procedural requirements of this grievance procedure are mandatory. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. If a respondent party fails to reply to a grievance within the designated time, the party having carriage of the grievance shall move to the next step of the grievance procedure. No matter may be submitted to arbitration, which has not been properly carried through all previous steps of the grievance procedure within the time limits specified. The mandatory provisions of this grievance procedure may only be modified by the written agreement of the parties. For further clarification, notwithstanding any other clause in this article, one or more of the Steps of the grievance procedure may be omitted, or the timelines extended, by written mutual consent of the parties, in respect of the processing of a particular grievance.

L28.09 A settlement reached at any stage of the grievance procedure shall be final and binding upon both parties and the grievor. For further clarification, it is within the purview of

the Union, rather than the grievor, to decide whether a proposed resolution is satisfactory.

Local Policy Grievance, Local Group Grievance or Board Grievance

- L28.10 If a problem arises between the Board and the Local under this Agreement, before a grievance is submitted in writing, representatives of the Board and the Local shall first discuss the matter in an endeavour to resolve the problem. If the matter has not been satisfactorily resolved, a Local Policy Grievance, Local Group Grievance or a Board Grievance may be submitted to the Board or the Local, as the case may be, in writing within twenty (20) days from the time the circumstances upon which the grievance is based were known or should have been known by the Local or Board. A meeting between the representatives of the Board and the Local shall be held within ten (10) days of the submission of the written grievance and shall take place within the framework of Step No. 2 of Article L28.04. The Board or the Local, as the case may be, shall give its written decision within ten (10) days of such meeting. If the decision is unsatisfactory to the grieving party, the grievance shall be submitted to arbitration within ten (10) days of the delivery of such written decision and the arbitration sections of the Agreement shall be followed. The provisions of this Article L28.10 shall not be used by the Local to submit a grievance in which the circumstances giving rise to the grievance and the remedy sought pertain solely to an individual Teacher, which could have been submitted as an individual grievance by the Local.
- L28.11 A leave of absence without loss of salary shall be granted to a grievor and a representative of the Local if they are required during regular working hours to meet with Board representatives at Step 1 and 2.
- L28.12 Where a Teacher has received a termination notice for just cause, the Local may file a grievance at Step 2 within fifteen (15) days of written notice of termination.
- L28.13 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 person and timeline for grievance mediation.

ARTICLE L29.00 – STRIKES AND LOCKOUTS

- L29.01 The Board agrees that there shall be no lockout of Teachers and the Local agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

ARTICLE L30.00 – LOCAL REPRESENTATIVES

- L30.01 The Local shall notify the Board in writing of the names of the persons elected to office in the Local and of persons authorized by the Local to represent Teachers in a particular school or workplace on behalf of the Local (Workplace Steward).

L30.02 The Board shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Local or Local business and information for the Local membership.

ARTICLE L31.00 - REPORTING/ASSESSMENT DAYS

L31.01 Effective 2010-2011, two Professional Activity Days will be designated for the purpose of assessment and the completion of report cards: one prior to the first reporting period and one prior to the second reporting period. No more than two Professional Activity days shall be designated for the purpose of assessment and completion of report cards.

ARTICLE L32.00 – PROFESSIONAL DEVELOPMENT

L32.01 The Local shall be entitled to a minimum of one (1) representative as a member of the Staff Development Advisory Committee.


Compiled Collected Agreement dated at Hamilton this 24 day of June, 2021 at Hamilton, Ontario.

For the Board

For the Union



Jamie Nunn






Cindy Francis for Pam Hutton



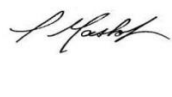


Sue Dunlop





Gerry Smith



Leticia Goddard

Leticia Goddard

Dan Rutherford

Dan Rutherford

APPENDIX "A"

RETIREMENT GRATUITY PROVISIONS FROM FORMER PREDECESSOR BOARDS

FORMER WENTWORTH COUNTY BOARD OF EDUCATION

ARTICLE XVII – SICK LEAVE CREDIT GRATUITY ON RETIREMENT

17.01 Eligibility of a Teacher for sick leave credit gratuity on retirement shall be determined on the following basis:

- (a) A Teacher retiring from the teaching profession must be eligible for a pension under the terms of the Teachers' Pension Act, and must have acquired ten (10) years of approved teaching experience within the schools in the jurisdiction of the former Wentworth County Board of Education, before becoming entitled to Sick Leave Credit Gratuity on Retirement, or
- (b) A Teacher must retire from the profession by reasons of ill health and must have served ten complete years of service as defined in Article L17.01 (a) to be eligible. Retirement for ill health is defined as retirement caused by some permanent disability, which prevents the Teacher from being employed as a Teacher, and is identical to the meaning ascribed in the Teachers' Pension Act.

Payment of Sick Leave Credit Gratuity on Retirement

17.02 Payment of Sick Leave Credit Gratuity on retirement shall be made on the following basis:

- (A) IF THE TEACHER DIES IN SERVICE, PAYMENT OF A GRATUITY COMPUTED ON THE SAME BASIS AS THE SICK LEAVE CREDIT GRATUITY ON RETIREMENT SHALL BE MADE TO SUCH BENEFICIARY AS LEGALLY DESIGNATED IN WRITING BY THE EMPLOYEE. IN THE ABSENCE OF SUCH DESIGNATION, SUCH PAYMENT SHALL BE MADE TO THE EMPLOYEE'S ESTATE.
- (b) The Board shall have the right to withhold payment of the Sick Leave Credit Gratuity on retirement in the case of any Teacher who is discharged or caused to resign with just cause. The provisions of the paragraph shall in no way limit the Teacher's rights to challenge this discharge or resignation under the provisions of Article L28.00 of this Agreement.

FORMER HAMILTON BOARD OF EDUCATION

12. Any Teacher, upon entering the service of the Board shall (subject to the conditions and restrictions herein provided) have credited to the Sick Leave Account any credits standing to the Account of such Teacher under a system of Sick Leave Credits established by any other Board of Education under any General or Special Act of the Legislature of Ontario; and any Teacher terminating service with the Board and entering the service of any other Board of Education having a system of Sick Leave Credits established under any General or Special Act of the Legislature of Ontario, shall not be deemed to be terminating employment with the Board for the purpose of paragraph 13 hereof.

13. Subject to the provisions of any General or Special Act of the Legislature of Ontario, now or hereafter enacted, the Board shall, on the termination of a Teacher's service with the Board, compute the amount of such Teacher's Sick Leave Credit Account by the Teacher's then per diem salary and;
 - (a) The Board shall pay the said amount to such Teacher if, at the date of such termination the Teacher has attained the age of sixty-five (65) years.

 - (b) The Board may, in its discretion, pay the said amount to such Teacher, if the Teacher terminates services at such time as may be fixed by the Board for retirement and the Teacher has either attained the age of sixty (60) years or has been twenty (20) years in the service of the Board.

14. This system may be amended, from time to time, by Resolution of the Board:

Note: The Laws of Ontario provide:

"That on the termination of his employment no employee is entitled to more than an amount equal to his salary, wages or other remuneration for one-half of the number of days standing to his credit and in any event not in excess of the amount of one-half year's earnings at the rate received by him immediately prior to the termination of employment.

APPENDIX "B"

Supplemental Employment Insurance Benefit (SEB) Plan

[Effective September 1, 2005]

****Please read the following in conjunction with the Central Terms, Part A, Article 11.2 of this Collective Agreement.****

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.
2. Members of the Hamilton-Wentworth Elementary Teachers' Local are covered by this plan.
3. 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 and Disability Plan (STLDP).
4. 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.
5. 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.
6. 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.
7. Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP.
8. If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.
9. *The other requirements imposed by the employer for the receipt or the non-receipt of the SEB plan are:*
 - (a) *A Teacher must be eligible to receive pregnancy or parental leave from E.I.*

- (b) *An application for supplementary employment benefits must be made by the Teacher on a form provided by the Employer and the Teacher shall provide verification of the approval of E.I. claim indicating the weekly amount to be paid by Canada Customs and Revenue Agency.*
10. *Teachers must apply for and be in receipt of employment insurance benefits, where applicable, before SEB becomes payable except if non-receipt is due to serving the waiting period.*
11. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
12. Teachers have a right to SEB payments in accordance with provisions of Part A Central Terms.
13. (a) The benefit level paid under this plan is set to at a weekly rate equal to the Teacher's weekly insurable earnings under EI. It is understood that in any week, the total amount of SEB, unemployment insurance gross benefits and any other earnings received by Teachers will not exceed 100% of the Teacher's normal weekly earnings. Normal weekly earnings, for the purpose of this plan, shall be calculated by dividing the Teachers' annual salary by 194 and multiplying by 5. (Effective Sept. 1, 2010)
- (b) The Board shall provide for Teachers on pregnancy or parental leave a supplementary employment insurance benefit plan. The Plan will pay 100% of the Teacher's normal weekly earnings during the mandatory two-week waiting period for employment insurance payments/parental benefits.
- (c) *The Board will provide a top-up to 100% of the teacher's normal salary for up to six (6) weeks of pregnancy leave immediately following (b) above.*
14. *The maximum number of weeks for which SEB is payable is for eight (8) weeks. Effective September 1, 2010, SEB will include top up during the summer months.*
15. *The plan is financed from the Employer's general revenues or through a Trust Fund. SEB payments will be kept separate from payroll records.*
16. The Employer will inform the Canada Customs and Revenue Agency of any changes to the plan within thirty (30) days of the effective date of change.
17. The Teacher must provide the Employer with the proof that the employee is getting E.I. benefits or that the Teacher is not getting benefits for reasons specified in the Plan.
18. The Employer will use the E.I. receipt of the Teacher to verify that Employees are receiving E.I. benefits or other earnings.

Letter of Intent #1 – Board Forms

The Board will endeavour to make available all Board forms, including but not limited to, staffing forms, medical forms, mileage forms, designated teacher allowance forms, and safe school forms in a readily accessible area within the HWSDB employee portal.

Letter of Intent #2 - Required Information: to be provided to ETFO with the dues Submissions List

Name

Address

Board Email

Ministry Identification Number (MIDENT)

FTE Status

Salary

Dues deducted

Member Status (Active/**Leave**/Terminate/Retired)

OCT

Letter of Understanding #1 - Grade 7 & 8 Student Success Teachers and Literacy and Numeracy Coaches

The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor in Council, to introduce a \$20M allocation in the GSN starting in 2012-2013 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows: 0.32 Teacher per 1,000 grade 4 to 8 pupils.

Staffing information shall be provided by the Board to the Union on an annual basis that will confirm the staffing allocations as set out above.

Letter of Understanding #2 – Grade 4-8 Average Class Size

The Board and the Union agree that the average junior/intermediate (grades 4-8) class size average is 25.6 as reported in the 2008-2009 Ontario Primary Class Size Report.

The Board will reduce its Grade 4-8 average class size as follows:

2009-10: by 0.1 over the 2008-09 Grade 4-8 average class size;

2010-11: by 0.2 over the 2008-09 Grade 4-8 average class size;

2011-12: by 0.3 over the 2008-09 Grade 4-8 average class size;

August 31, 2012: by 0.5 over the 2008-09 Grade 4-8 average class size.

Staffing information shall be provided by the Board to the Local on an annual basis following September re-organization that will confirm the class size reductions set out above.

Letter of Understanding #3 Re: Critical Timelines for Elementary School Staffing

The Board and the Union agree to meet to expand the Critical Timelines for Elementary School Staffing to include, but not be limited to, the following:

- Teacher Assignment Request Form (TARF) and Deadline for Submission
- Collective Agreement References for Staffing
- Administrator Communication Protocol to Teachers, such as declaration of surplus and provision of assignments etc.

The Board and the Union shall meet no later than January 15th of each school year to determine revisions to the Critical Timelines process.

Letter of Understanding #4: Principal and Vice-Principal Placements

The Board will provide Principal and Vice-Principal placements for the following September to the Union prior to the first round of postings, provided the Board has the list prior to the first round of the postings. When this is not possible, the placement list(s) will be provided as soon as available. It is understood that such list(s) can change based on the needs of the Board.

Letter of Agreement #1 – Employment Insurance

The parties agree that for the sole and exclusive purpose of reporting the hours of insurable hours required under the Employment Insurance Act, that teachers working a full time assignment shall be deemed to have worked at least eight (8) hours per work day they are employed. Part time teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly. This agreement is subject to the approval of E.I.

Letter of Agreement #2

Between

The Hamilton-Wentworth District School Board

(the "Board")

And

Hamilton-Wentworth Elementary Teachers' Local

(the "Federation")

Collectively

(the "Parties")

Re: Allowances

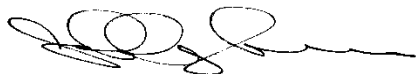
The parties agree to meet, no later than September 11, 2020, regarding allowances for Elementary Teachers. The Local will have the opportunity to highlight inconsistencies between and within job categories.

Prior to the meeting the Board will provide the Union with a list of assignments and staff eligible for allowances.

Dated at Hamilton this 12th day of June, 2020

On behalf of HWETL

On behalf of the Board



P. Hester



Letter of Agreement #3

Between

The Hamilton-Wentworth District School Board

(the "Board")

And

Hamilton-Wentworth Elementary Teachers' Local

(the "Federation")

Collectively

(the "Parties")

Re: Job Posting Details

The Board will provide the Union the following posting information for the 2021/2022 school year by August 31, 2021.

- The names of HWETL members who applied to each posting
- The names of HWETL members who were interviewed for each postings
- The name of the successful candidate

Dated at Hamilton this 12th day of June, 2020

On behalf of HWETL

On behalf of the Board



Letter of Agreement #4

Between

The Hamilton-Wentworth District School Board

And

The Hamilton-Wentworth Elementary Teachers' Local

RE: GRIEVANCE LANGUAGE

The parties agree to the following:

1. Prior to the finalizing of the 2019-2022 Collective Agreement, the Local and the Board will meet to rewrite the language relating the grievances and arbitrations (Article L28) such that the language will reflect the current practice.
2. The revisions to the current language will include, but not be limited to:
 - The inclusion of Group grievances
 - The removal of the expectation that individual grievors are required to sign a grievance filed on their behalf
 - The recognition that the Union can present a grievance on behalf of a grievor without their presence at the presentation (with the exception of the presence of the grievor at arbitration)
 - The recognition that it is within the purview of the Union rather than the grievor to decide whether a proposed resolution is satisfactory
 - The removal of references to a "Board of Arbitration" and the replacement of a single arbitrator
3. Such revisions to the language shall be completed by September 15, 2020.

Dated at Hamilton this 12th day of June, 2020.

ON BEHALF OF HWETL

ON BEHALF OF THE BOARD



Letter of Agreement #5

Between

The Hamilton-Wentworth District School Board

And

The Hamilton-Wentworth Elementary Teachers' Local

RE: ACCOMMODATION OF TRANS AND GENDER NON-CONFORMING MEMBERS

The Board will establish a Gender Identity and Gender Expression Procedure and will consult the Union about the content and processes

Dated at Hamilton this 12th day of June, 2020.

ON BEHALF OF HWETL

ON BEHALF OF THE BOARD



Letter of Agreement #6

Between

The Hamilton-Wentworth District School Board

And

The Hamilton-Wentworth Elementary Teachers' Local

RE: THE ROLE OF THE LEARNING RESOURCE TEACHER

The parties agree to the following:

1. A meeting will be scheduled no later than February 1, 2021 for the Board to share with the Union a description of duties for the role of the Learning Resource Teacher.
2. At this meeting, the Union will be provided an opportunity to provide feedback.
3. The Union reserves the right to file grievances, as appropriate, where the description of the duties of the role of the Learning Resource Teacher violates the Collective Agreement or existing statutes.

Dated at Hamilton this 12th day of June, 2020.

ON BEHALF OF HWETL

ON BEHALF OF THE BOARD

