

Collective Agreement

Between



**The Keewatin-Patricia District
Elementary Teachers**

And



**The Keewatin-Patricia District School Board
(hereinafter called the “Employer” or “Board”)**

September 1, 2022

To

August 31, 2026

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

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

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

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

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

- a) All funding in section c) shall be subject to the following conditions:
 - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT’s expense, within 30 days after their decision to make the change.
 - ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
 - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.

- c) The funding rate shall be increased for inflation as follows on the following dates:
 - i. September 1, 2022: 1% (\$6,235.74)
 - ii. September 1, 2023: 1% (\$6,298.10)
 - iii. September 1, 2024: 1% (\$6,361.08)
 - iv. September 1, 2025: 1% (\$6,424.69)
 - v. August 31, 2026: 4% (\$6,681.68)

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.
- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out;
 - ii. Divide i) by 194 days;
 - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary

data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.

- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.

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

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

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

Eleven (11) days less the number of sick leave days used in the most recent year worked.

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

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

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

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

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

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

C9.00 DIAGNOSTIC ASSESSMENT

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

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

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

C10.2 Pregnancy Leave

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Individual Education Plans

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

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

A provincial committee will be established with representatives comprised of:

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

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

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

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

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

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

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

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

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

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

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

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

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

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

PART B – LOCAL TERMS

L1.00 DEFINITIONS

- a) The Keewatin-Patricia District Elementary Teachers shall mean the Elementary Teachers, registered by the Ontario College of Teachers, employed by the Keewatin-Patricia District School Board and its predecessor Boards, save and except Occasional Teachers.
- b) Board/Employer shall mean the Keewatin-Patricia District School Board 5A.
- c) Union shall mean the Elementary Teachers’ Federation of Ontario.
- d) Day, unless otherwise indicated, shall mean a school or working day.
- e) Teacher shall mean Elementary Teachers, registered by the Ontario College of Teachers, employed by the Keewatin-Patricia District School Board 5A, save and except Occasional Teachers.
- f) Part-time Teacher shall mean a Teacher on part-time assignment employed on a regular basis for other than full-time duty.
- g) Local shall mean the Keewatin-Patricia Elementary Teacher Local.
- h) The Instructional Day shall be 300 instructional minutes commencing with the start of opening exercises or the start of instruction whichever comes first, and ending with the students’ dismissal from school for the day exclusive of lunch/nutrition and recess break(s). Opening exercises are included as part of the instructional day.
- i) The Parties agree that all employment rights which depend upon or relate to spousal or marital status shall apply to Teachers in common law relationships.

L2.00 AMENDMENTS

Any amendment(s) to, addition(s) to, deletion(s) from, this agreement shall be made in writing, upon mutual consent of the Parties, and any such amendment(s), addition(s), or deletion(s), shall have effect from such date as shall be mutually agreed upon.

L3.00 SCOPE AND RECOGNITION

L3.01 The employer, being the Keewatin-Patricia District School Board 5A (hereinafter referred to as “the Board”), recognizes the Elementary Teachers’ Federation of Ontario (hereinafter referred to as “the Union”), as the bargaining agent for all Teachers employed by the Board in its elementary panel, save and except Occasional Teachers.

L3.02 The President or designate of the Local shall inform the Board in writing from time-to-time of who is authorized to act on behalf of the Union.

L4.00 PURPOSE

It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.

L5.00 RIGHTS AND RESPONSIBILITIES

Management Rights

L5.01 The Teachers recognize that all rights heretofore exercised by the Board are reserved to and vested exclusively in the Board unless specifically limited by this agreement.

The Board agrees to abide by the Labour Relations Act, the Education Act, the Employment Standards Act, the Human Rights Code, the Occupational Health and Safety Act, the School Boards Collective Bargaining Act, 2014; and the Municipal Freedom of Information and Protection of Privacy Act and any other statutes governing education and employment in Ontario, and all regulations thereunder.

Reasonable Exercise of Rights

L5.02 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.

No Penalty

L5.03 The Board agrees not to penalize or discriminate against any Teacher for participating in the activities of the Union or seeking assistance from the Union, including exercising any rights under this collective agreement and the prevailing statutes of Ontario.

No Discrimination

L5.04 The Board and the Teachers agree that there shall be equal treatment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, (including pregnancy and breastfeeding) sexual orientation, gender identity, gender expression, gender transition status, age, marital status, family status, disability, or because of participation in the activities of, or membership in, the Union.

L5.05 Teacher Performance Appraisal

i) The Board shall conduct performance appraisals of all Teachers in accordance with the Ministry of Education Technical Requirements for Experienced Teachers and the Ministry of Education New Teacher Induction Program Manual (NTIP) for performance appraisals of new Teachers. This manual will be used for the evaluation of all new Teachers as defined by NTIP.

- ii) Only Supervisory Officers, Elementary Principals and Vice-Principals approved by the Ontario College of Teachers will evaluate a Teacher's competence. No member of the Union shall be required or requested to evaluate a Teacher's competence.
- iii) The Board shall have a policy on, and procedures for, performance appraisals and shall consult and request input from the Union with respect to any changes.
- iv) The Board will ensure that for Teachers in their evaluation year, materials relevant to the process are made available (e.g. Performance Appraisal document).
- v) When a Teacher receives a performance appraisal report which is rated unsatisfactory, the Board shall inform the Teacher of their right to Union representation and with the permission of the Teacher, notify the Local President.
- vi) A Principal considering conducting a performance appraisal out of cycle will provide the Teacher with reasons in writing. Prior to any evaluation taking place, the Teacher will be provided with support to address any perceived concerns. The Local shall be informed by the Board when an out of cycle performance appraisal is being contemplated.
- vii) Before the end of September in each school year, the Local President shall be provided with a list of all Teachers for which a performance appraisal will be conducted.
- viii) All Teacher performance appraisals shall be completed by June 1 of each school year.

L6.00 PERSONNEL FILES

L6.01 The Board agrees to abide by the provisions of the Freedom of Information and Protection of Privacy Act, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.

L6.02 Personnel files regarding performance or contractual status issues will be maintained in a secure manner within Human Resources.

L6.03 A Teacher shall be entitled, upon written request, to view their personnel file, in the presence of a Supervisory Officer or designate, and to receive copies therein.

L6.04 Where a Teacher authorizes in writing access to their personnel file by the Local President or designate, the Board shall provide such access, in the presence of a

Supervisory Officer or designate, as well as copies of materials contained therein, if also authorized and requested.

- L6.05** Teachers shall be sent copies of any materials placed in their personnel file within five (5) days of the materials being filed, with the exception of materials that originate from the Teacher.
- L6.06** The signature of a Teacher on any document respecting the performance or conduct of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L6.07** A Teacher has the right to challenge, in writing, the accuracy or completeness of information referred to in L6.05 and L6.06. The Teacher's written submission shall become part of the file. Where a written document is revised as a result of the Teacher's submission, the Board shall provide copies to individuals that were in receipt of the original document(s).
- L6.08** After two years, a Teacher may make a written request to the Human Resources Manager that a written warning or disciplinary material be removed from their personnel file. Should there be no reoccurrences of the actions giving rise to the written warning or discipline material, it shall be removed. Records of disciplinary actions pertaining to sexual or physical misconduct affecting the safety of students and/or staff will remain in the file.
- L6.09** In accordance with current Board procedure the Board shall ensure that all medical information is stored in a secure location that is separate from a Teacher's personnel file. Access to such medical documentation shall be strictly limited to those designated by the Board within the Human Resources department.

A Teacher shall be entitled, upon written request, to view their medical file, in the presence of a Supervisory Officer or designate, and to receive copies therein.

Where a Teacher authorizes in writing access to their medical documentation by the Local President or designate, the Board shall provide such access, in the presence of a Supervisory Officer or designate, as well as copies of materials contained therein, if also authorized and requested.

L7.00 GRIEVANCE AND ARBITRATION PROCEDURE

Should a settlement to the Teacher and/or Local be agreed upon, payment shall occur within 60 days of the decision.

Definitions and general procedure:

- a) Grievance – a grievance shall be defined as any dispute arising from the interpretation, application, administration or alleged contravention of this agreement, including any questions as to whether the matter is arbitrable.
- b) Statement of Grievance – The Statement of Grievance must be in writing and contain the following:
 - i) A description of how the alleged dispute is in violation of the agreement including the identification by specific reference to all provisions of the agreement alleged to be violated, if applicable, and
 - ii) A statement of the fact to support such grievance, and
 - iii) The relief sought, and
 - iv) The signature of the duly authorized official of the party making the grievance.
- c) Parties – for the purposes of this procedure shall mean:
 - i) The Keewatin-Patricia District School Board 5A, and
 - ii) The Local
- d) The Parties recognize that each party may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance and/or arbitration procedure.
- e) The time limits specified in the grievance procedure may be extended by mutual agreement, in writing, between the Parties following the initiation of the grievance. One or more steps in the grievance procedure may be omitted for a particular grievance with the written consent of the Parties.
- f) Receipt of notification shall be deemed to be the date of delivery of a registered letter, an email with a read receipt, a fax or the date of personal delivery, to the party concerned.
- g) If the grievor fails to adhere to the time limits, the grievance shall be deemed to have been abandoned. If both Parties to the grievance fail to adhere to the time limits, the grievance shall be deemed to have been abandoned. If the party against whom the grievance has been lodged fails to adhere to the time limits, the grievance shall advance to the next step of the procedure.
- h) A grievance may be lodged by either party beginning at arbitration if the dispute is not resolved by informal discussion between the Parties.
- i) The grievance may be withdrawn at any time by the party submitting the grievance giving written notification to the other party.
- j) All grievance correspondence from the Union shall be submitted to the Director or designate through the office of the Human Resources Manager. All grievance correspondence from the Board shall be submitted to the President of the Local.

L7.01 Step 1 – Informal Procedure

If a Teacher claims to have a complaint, the Teacher and/or their representative shall discuss the complaint with the individual whose action gave rise to the complaint and the Director of Education, or designate, within fifteen (15) days of the facts giving rise to the occurrence. An attempt shall be made to resolve the complaint informally.

If the complaint is not resolved informally, the issue shall proceed to Step 2, unless withdrawn by the grievor.

L7.02 Step 2 – Director of Education

The Local shall submit a Statement of Grievance to the Director of Education, or designate, within ten (10) days of the failure to resolve the issue informally.

The Director of Education, or designate shall forward their written decision to the grievor(s) within ten (10) days of receipt of the Statement of Grievance.

The Board may initiate a formal, written grievance with the President of the Local or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

L7.03 Arbitration

- a) If a grievance is not resolved through the grievance procedure above, the party desiring arbitration shall notify the other party, in writing, within ten (10) days of the date of the Board's Step 2 response of its desire to submit the difference or allegation to arbitration. Every attempt shall be made within ten (10) days to obtain an arbitrator that is acceptable to both Parties to act as a single arbitrator. If, however, this cannot be done, then each party shall have ten (10) days to name its appointee to the Arbitration Board. Where two appointees are so selected, they shall within ten (10) days of their appointments, appoint a third person who shall be chair. If either party fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within ten (10) days, either party may request the appointment of an arbitrator by the Ministry of Labour. The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the Parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the Parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board, as the case may be, shall not by his or its decision add to, delete from, modify or otherwise amend the provisions of the agreement.
- b) Should the arbitrator of a grievance or the Board require that an involved Teacher and/or Local representative be released from regular duties, the Teacher who is required to be in attendance at the arbitration procedure shall be released

without loss of salary, benefits, seniority or Federation release time, which would have been accrued by the member had such release time not been required.

c) Powers of the Board of Arbitration

An Arbitrator or an Arbitration Board, as the case may be, has the powers under the Labour Relations Act, and, in addition, has the power:

- i) to extend the time for taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion considers it proper to do so;
- ii) to grant such interim orders, including interim relief, as the arbitrator, or Arbitration Board considers proper, including interim reinstatement; and
- iii) to enforce a written settlement of grievance.

d) Decision of a Board of Arbitration

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

e) Expenses of the Arbitrator or Board of Arbitration

Both Parties agree to pay one half ($\frac{1}{2}$) of the fees and expenses of the single arbitrator, or the fees and expenses of the Parties' respective appointees and one half ($\frac{1}{2}$) of the fees and expenses of the Chair of the Arbitration Board.

L7.04 Discharge Grievance

Where a Teacher has received a termination notice, the Teacher may file the grievance at Step 2 within ten (10) days of written notice of termination.

L7.05 Policy Grievance

The Union and the Board shall have the right to file a Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A Policy Grievance shall be presented at Step 2 to the Union or the Director of Education.

L7.06 Grievance Mediation

Nothing in this article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

L7.07 Attendance at Grievance Meetings

The Grievor's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. Representation at the meeting shall be

by the President of the Local or limited to one designated Local representative from the geographic area where the meeting occurs and shall be without loss of pay or any other entitlement. Such representation may be mutually altered by the Parties under special circumstances.

This clause does not apply to the arbitration process.

L8.00 CATEGORY DEFINITIONS

L8.01 Category definitions will be as per Q.E.C.O. Program 5. Should Q.E.C.O. develop a new program during the term of this Collective Agreement, the new program shall be used in determining category placement. No Teacher who is evaluated for placement purposes under a new program shall have their placement reduced because of the new program.

L8.02 When a course or courses which result in a category change have been completed before June 30th of the current school year, and the Q.E.C.O. Evaluation Statement has been received by the Board by August 31st of the current school year, the salary adjustment shall be retroactive to September 1 of the current school year. In no case shall this adjustment be protected beyond August 31st of the current school year.

L8.03 All new Teachers who do not have an appropriate Q.E.C.O. evaluation statement will be placed in Category A1 if they have a recognized university degree or Category A if they do not have such a degree, until such time as they submit their Q.E.C.O. evaluation statement.

L8.04 There will be no advancement on the Salary Schedule without a Q.E.C.O. evaluation statement.

L9.00 ALLOWANCE FOR TEACHER EXPERIENCE

Teachers employed by the Keewatin-Patricia District School Board on January 1, 1998, will be deemed to be placed appropriately on the salary grid.

L9.01 Calculation of Teaching Experience

a) i) Effective January 1, 1998, only teaching time as a regular day school, elementary or secondary, public, reserve, or separate school Teacher in Canada (excluding occasional, continuing education and instructional Teachers) will be recognized as qualified teaching experience for salary schedule purposes. The onus is on the Teacher to provide the Board with satisfactory documentation prior to being placed at the appropriate step on the grid.

- ii) In addition, credit for long term occasional and continuing education experience with the Keewatin-Patricia District School Board will be recognized as credited experience. Teachers requesting such experience credit are responsible for verifying such experience through Teachers' Pension Plan or pay statements. Teachers already placed on the grid as at September 1, 1998, will be deemed as appropriately placed.

Credit for Long Term Occasional and Continuing Education experience will be recognized for any predecessor Board where it is recognized previously.

- iii) Notwithstanding the above, the Board may grant a Teacher teaching experience for salary schedule purposes based on long term occasional teaching experience with publicly funded Boards in Ontario. Each case will be reviewed on an individual basis by the Director or designate. The onus is on the Teacher to request the review and to provide the Board with satisfactory documentation prior to being placed at the appropriate step on the grid. The decision of the Director or designate is final and shall not be subject to grievance.
 - iv) Further, the Board may also grant teaching experience outside of Canada. Each case will be reviewed on an individual basis by the Director or designate. The onus is on the Teacher to request the review and to provide the Board with satisfactory documentation prior to being placed at the appropriate step on the grid. The decision of the Director or designate is final and shall not be subject to grievance.
- b) A complete school year of teaching full-time shall be considered 10 months of teaching experience. Part-time or part-year teaching time will be converted to the full-time equivalent number of months of experience rounded to the nearest full month.
 - c) Placement on the Salary Schedule shall be determined using the following formula:

$$\frac{\text{Total recognized teaching experience in months}}{10} = \text{number of qualified years}$$

The number of years of qualified experience will be rounded to the nearest full year

L10.00 SALARY SCHEDULE

Effective September 1, 2022					
Yrs	A0	A1	A2	A3	A4
0	\$49,419	\$55,923	\$58,714	\$62,626	\$65,142
1	\$52,082	\$58,977	\$62,123	\$66,324	\$69,163
2	\$54,740	\$62,029	\$65,536	\$70,020	\$73,180
3	\$57,401	\$65,087	\$68,944	\$73,715	\$77,202
4	\$60,064	\$68,138	\$72,348	\$77,418	\$81,219
5	\$62,722	\$71,192	\$75,753	\$81,113	\$85,240
6	\$65,382	\$74,245	\$79,164	\$84,811	\$89,258
7	\$68,044	\$77,303	\$82,573	\$88,506	\$93,275
8	\$70,689	\$80,356	\$85,982	\$92,205	\$97,295
9	\$73,367	\$83,409	\$89,390	\$95,899	\$101,315
10	\$76,027	\$86,951	\$92,817	\$99,811	\$105,407
11	\$78,685	\$90,223	\$96,267	\$104,315	\$110,961
12	\$86,951				
13	\$90,223				

Effective September 1, 2023					
Yrs	A0	A1	A2	A3	A4
0	\$50,902	\$57,601	\$60,475	\$64,505	\$67,096
1	\$53,644	\$60,746	\$63,987	\$68,314	\$71,238
2	\$56,382	\$63,890	\$67,502	\$72,121	\$75,375
3	\$59,123	\$67,040	\$71,012	\$75,926	\$79,518
4	\$61,866	\$70,182	\$74,518	\$79,741	\$83,656
5	\$64,604	\$73,328	\$78,026	\$83,546	\$87,797
6	\$67,343	\$76,472	\$81,539	\$87,355	\$91,936
7	\$70,085	\$79,622	\$85,050	\$91,161	\$96,073
8	\$72,810	\$82,767	\$88,561	\$94,971	\$100,214
9	\$75,568	\$85,911	\$92,072	\$98,776	\$104,354
10	\$78,308	\$89,560	\$95,602	\$102,805	\$108,569
11	\$81,046	\$92,930	\$99,155	\$107,444	\$114,290
12	\$89,560				
13	92,930				

Effective September 1, 2024					
Yrs	A0	A1	A2	A3	A4
0	\$52,302	\$59,185	\$62,138	\$66,279	\$68,941
1	\$55,119	\$62,417	\$65,747	\$70,193	\$73,197
2	\$57,933	\$65,647	\$69,358	\$74,104	\$77,448
3	\$60,749	\$68,884	\$72,965	\$78,014	\$81,705
4	\$63,567	\$72,112	\$76,567	\$81,934	\$85,957
5	\$66,381	\$75,345	\$80,172	\$85,844	\$90,211
6	\$69,195	\$78,575	\$83,781	\$89,757	\$94,464
7	\$72,012	\$81,812	\$87,389	\$93,668	\$98,715
8	\$74,812	\$85,043	\$90,996	\$97,583	\$102,970
9	\$77,646	\$88,274	\$94,604	\$101,492	\$107,224
10	\$80,461	\$92,023	\$98,231	\$105,632	\$111,555
11	\$83,275	\$95,486	\$101,882	\$110,399	\$117,433
12	\$92,023				
13	\$95,486				

Effective September 1, 2025					
Yrs	A0	A1	A2	A3	A4
0	\$53,610	\$60,665	\$63,691	\$67,936	\$70,665
1	\$56,497	\$63,977	\$67,391	\$71,948	\$75,027
2	\$59,381	\$67,288	\$71,092	\$75,957	\$79,384
3	\$62,268	\$70,606	\$74,789	\$79,964	\$83,748
4	\$65,156	\$73,915	\$78,481	\$83,982	\$88,106
5	\$68,041	\$77,229	\$82,176	\$87,990	\$92,466
6	\$70,925	\$80,539	\$85,876	\$92,001	\$96,826
7	\$73,812	\$83,857	\$89,574	\$96,010	\$101,183
8	\$76,682	\$87,169	\$93,271	\$100,023	\$105,544
9	\$79,587	\$90,481	\$96,969	\$104,029	\$109,905
10	\$82,473	\$94,324	\$100,687	\$108,273	\$114,344
11	\$85,357	\$97,873	\$104,429	\$113,159	\$120,369
12	\$94,324				
13	\$97,873				

L11.00 SPECIAL ALLOWANCES

L11.01 Teachers who hold a post-graduate degree that is not used for category placement shall receive an allowance of:

Effective September 1, 2019	\$1002.93
Effective September 1, 2020	\$1012.96
Effective September 1, 2021	\$1023.09

L12.00 PAYROLL PROCEDURES

L12.01 a) Employees shall be paid on a bi-weekly pay schedule throughout the calendar year. It is agreed and understood that payments made between the period of September 1st through August 31st will reflect the time worked in the current school year.

Teachers earn salary at the rate of 1/194 of annual salary per day worked if time worked is less than a full year.

The annual salary rate of a part-time Teacher shall be prorated based on the annual salary rate of a full-time Teacher having the same qualifications and experience.

Any deduction from regular pay will be calculated at a daily rate of 1/194 of annual salary.

Where a Teacher is employed for less than a school year, any adjustment required in converting salary entitlement to the payment schedule will be made on the first or final payment as appropriate.

Payments will be deposited directly to the individual Teacher’s account as indicated by the Teacher.

b) An Employee Self-Serve Portal will be maintained by the Board that will enable each Teacher to obtain their own personal information outlined below. If the portal is not able to provide this information, on or before September 30th, and on or before February 15th, the Board shall provide to each Teacher, a letter listing the following information:

- a) Grid placement (classification & experience)
- b) Salary
- c) Allowances
- d) Sick leave credits
- e) An explanation of the acronyms used on pay
- f) T4s
- g) Pay statements

Should a member retire or resign during the school year, the member shall continue to have access to the portal.

L12.02 Salary Payment for New Hires during the School Year and Returning from Leave

This article will affect only permanent Teachers returning from a leave and new permanent hires who begin work after the school year has begun.

1. New permanent hires, who begin work after the school year has begun, will have their bi-weekly pay adjusted as follows:

a) Adjusted Bi-Weekly Pay =
$$\frac{(\text{Number of Days to be Worked}) \times \text{Annual Salary}}{194} \div (\text{Number of Pay Periods Remaining})$$

- b) Their first adjusted bi-weekly pay will occur on the first scheduled pay day after their hire date, if known a week or more prior to the pay date.

2. Permanent Teachers, returning from a leave after the school year has begun, will have their bi-weekly pay adjusted as follows:

a) Adjusted Bi-Weekly Pay =
$$\frac{(\text{Number of Days to be Worked}) \times \text{Annual Salary}}{194} \div (\text{Number of Pay Periods Remaining})$$

- b) Their first adjusted bi-weekly pay will occur on the first scheduled pay day after their return date, if known a week or more prior to the pay date.

L13.00 BENEFIT PLANS

See C5.00 Benefits and C5.9 Long Term Disability (Employee-Paid Plans).

L14.00 SICK LEAVE (See Part A C6 and Letter of Agreement #1)

- a) A sick leave credit system is hereby established for every Teacher employed by the Board subject to the final authority of the Board. The administration of the system shall be vested in the Director of Education or designate.
- b) The Director of Education or designate shall keep a register in which shall be entered the sick leave and STLDP days, the top up days from the previous year worked and the deductions therefrom.
- c)
 - 1. After five (5) days continuous absences caused by sickness, the Director of Education or designate may request a certificate of a qualified medical or dental practitioner certifying to the inability of the Teacher to attend to their duties.
 - 2. Notwithstanding subsection c) 1., the Director of Education, or designate may request a Teacher to submit the certificate required thereunder for a period of absence of less than five (5) days. Notification of this request shall be made to the Teacher in advance of the absence.
 - 3. The cost of obtaining the certificates described in c) shall be the responsibility of the Board.
- d) The Local shall be present at all Return To Work meetings, with permission of the employee.

L15.00 RETIREMENT BENEFIT (See Appendix A Sick Leave Credit Based Retirement Gratuities)

- 1. **Eligibility** – To be eligible to receive a retirement benefit, a Teacher must meet all the following conditions:
 - a) be retiring on a regular or disability pension from the Ontario Teachers' Pension Plan
 - b) have a minimum of ten years of service with the Keewatin-Patricia District School Board including predecessor Boards now amalgamated into the Keewatin-Patricia District School Board. The last five years of service with the Board prior to August 31st of the retirement year must be continuous.

genders)

- parent, step-parent, foster parent, legal guardian, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- spouse of the employee's child
- spouse of the employee's siblings
- sibling of the employee or the employee's spouse
- relative of the employee who is dependent on the employee for care or assistance

Additional travel time may be granted at the discretion of the Principal or designate, in consultation with the Human Resources Manager, or designate.

ii) **Bereavement Leave**

In the event of a death of an immediate family member as defined below, a leave not exceeding five (5) consecutive working days, shall be granted commencing the first working day following the day of death, without loss of salary or seniority. The absence on the day of death is not included in the calculation of the leave, if within the employee's regular scheduled working hours.

If the day(s) of service (funeral, burial, celebration of life) are not within the allotted five (5) consecutive days, then a portion of the allotted five (5) days may be applied at a future time but within the current school year. Additional travel time may be granted at the discretion of the Principal or designate, in consultation with Human Resources.

Immediate family shall include:

- spouse (includes both married and unmarried couples, of the same or other genders)
- parent, step-parent, foster parent, legal guardian, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- spouse of the employee's child
- spouse of the employee's siblings
- sibling of the employee or the employee's spouse
- relative of the employee who is dependent on the employee for care or assistance

Bereavement leave is for the sole purpose of grieving the loss of a loved one and/or handling the affairs of the deceased individual.

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

iii) Short Term

The Board may grant short-term leaves of absence of five (5) consecutive working days or less for special situations that may arise. Such leaves must be approved by the Principal, or designate.

The merits of each request shall be determined on an individual basis.

The Principal, or designate may, at their discretion grant short term leave with pay or at Occasional Teacher replacement costs.

iv) Extended

The granting of extended leaves of absence, without pay, is at the discretion of the Principal, or designate, in consultation with the Human Resources department.

An extended leave of absence is defined as being more than five consecutive working days and less than one school year.

Extended leave shall be without pay. Salary deduction for approved leaves without pay will be at 1/194th of the Teacher's salary. If the extended leave of absence is for a period of more than twenty (20) consecutive working days, benefits may be extended provided that the Teacher pre-pays 100% of the applicable premiums, provided that the benefit plan(s) allow continued participation under these circumstances.

A Teacher returning from an extended leave will be assigned to the same or equivalent position to that which was held prior to the leave.

v) Long Term

The granting of long term leaves of absence, without pay, is at the discretion of the Board.

A long term leave is defined as a leave of one school year or greater.

Long term leave shall be without pay. Benefits may be extended provided that the Teacher pre-pays 100% of the applicable premiums, provided that the benefit plan(s) allow continued participation under these circumstances.

A Teacher returning from an extended leave will be assigned to an equivalent position to that which was held prior to the leave, subject to the section on L20.00 Staffing Process.

To be eligible for consideration, the Teacher must have at least one year of full-time or part-time teaching experience with the Board.

Teachers on leave must indicate, in writing, by March 31, whether they intend to return to the employ of the Board or not.

Except for seniority, the term of the long term leave of absence shall not count for any benefit which may be service based.

Applications for long term leaves must be submitted on or before March 31st of the current school year.

vi) Jury Duty

When a Teacher is required to be absent because of jury duty, or as a witness in any court to which the Teacher has been summoned in any proceedings to which the Teacher is not a party or one of the persons charged, the Teacher shall not lose regular pay because of necessary absence from work due to such attendance, provided that the Teacher:

- a) informs the Board as soon as possible upon being notified that the Teacher will be required to attend court
- b) presents proof of service requiring the Teacher's attendance

vii) Quarantine

A Teacher shall be granted a leave of absence with pay as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon their duties.

viii) Graduation Leave

A Teacher may use up to two (2) days per year for the purpose of the graduation of the Teacher, the Teacher's spouse, or a dependent at the Occasional Teacher rate.

ix) Inclement Weather

In cases of inclement weather, Board Policy #804, "Temporary Closing of Schools/Early Dismissal", will apply.

x) Leave of Absence for Illness of Children

Where no one at home other than the Teacher can provide for the needs during illness of a Teacher's dependent child a Teacher shall be entitled, after notifying their immediate supervisor, to use up to three (3) paid days per Teacher per year to care for dependent children who are ill.

xi) Personal Leave

- a) A Teacher shall be entitled to two (2) personal leave days per year, which may be taken as a full day or half days.
- b) Teachers who teach less than a full assignment shall have their entitlement prorated.
- c) The day will be scheduled at a time that will be mutually agreed upon between the Teacher and the Principal, subject to the availability of an Occasional Teacher.
- d) The Teacher shall reimburse the Board for one personal leave day at Occasional Teacher rates.
- e) One personal leave day will be taken without loss of salary. Such leave (without loss of salary) will not normally be granted the first week following the start of school, abutting school breaks, days needed to support student assessment periods and parent reporting, or the last week of school.

xii) **Military Leave**

- a) In recognition of the significant contributions and services provided by the Canadian Armed Forces, military leave will be granted for eligible Teachers as described in this Article.
- b) For the purposes of this Article, 'eligible Teacher' refers to a member who is enrolled as a Reservist in the Canadian Armed Forces.
- c) Eligible Teachers who wish to apply for Military Leave must forward their request, in writing, to the Manager of Human Resources. To be considered, all applications must be accompanied by appropriate documentation from the Canadian Armed Forces confirming the dates and purpose of the leave.
- d) Approval for Military Leave will not be unreasonably withheld.
- e) Unpaid Military Leave may be granted for eligible Teachers as follows:
 - i) Up to 10 working days per calendar year to attend standard Reservist Training or duty periods;
 - ii) Up to 12 months to respond to a call of duty by the Canadian Armed Forces for domestic or international operations; and
 - iii) Members on loan to the Canadian Armed Forces shall be considered to be on a Short Term Leave of Absence.
- f) As an authorized Leave of Absence, paid or unpaid, it shall be deemed not to interrupt continuous service. Teaching experience for purposes of increment shall accumulate during such leave.

L16.02 Secondments

1. The secondment of a Teacher to any position outside of the Keewatin Patricia District School Board, requires the approval of the Teacher, the Board and the outside organization.
2. While on such an approved secondment, the Teacher shall continue to be an employee of the Board.
3. The Teacher shall continue to accrue seniority, teaching experience, and salary grid increments while on secondment.

4. In normal circumstances, the Board will bill the outside organization for the full employment cost of the Teacher.
5. In the event the secondment agreement ends during a school term, the Board and the Local shall meet with the Teacher to determine the possibility of an early return to work with the Board.
6. Upon the conclusion of the secondment, the Teacher will have the right to be returned to the Teacher's same or equivalent position to that which was held prior to the leave subject to the procedures in Articles L20 Staffing Process.
7. A secondment shall be applied for on an annual basis and shall be one school year, unless mutually agreed upon by the parties.

L17.00 UNION LEAVES

i) Union Release

The Board shall grant a leave of absence to a Teacher who holds an office either requiring full-time duty, or not, at the provincial or Local level, provided that the Union reimburses the Board for the cost of the Teacher's total salary and other benefits. The Teacher shall continue to accumulate seniority and teaching experience during the period of leave.

A Teacher returning from a Union leave shall be assigned to an equivalent position, within their attendance area, to that which was held prior to the leave, subject to the section on L20.00 Staffing Process

ii) Local Leave

At the request of the Local, the Board shall release Union members with full pay and benefits from their teaching duties providing replacement is available and prior notice is given to the Principal, or designate. The Local shall reimburse the Board at the Occasional Teacher rate for the member's release.

The Local shall advise the Board as soon as possible of the dates and the names of the Teachers involved.

iii) Professional Development – Union Sponsored

The Principal, or designate, in consultation with the Human Resource department, may grant professional development leave if, in their opinion, the professional development offered is of benefit to both the Teacher and the Board. The Union shall reimburse the Board at the Occasional Teacher rate for the member's release.

iv) President Release

The Board shall grant a leave of absence to a Teacher who holds the office of President of the Local. The Union shall reimburse the Board for the release of the President at Category A2 step 0.

v) Union Release for Negotiations

The Board shall grant release to the Union's Collective Bargaining Committee for the preparation and negotiations of a new collective agreement, providing the request has been communicated to the Principal, or designate. The Union shall reimburse the Board at the Occasional Teacher rate for the members' release. In emergencies where replacement or coverage is not available, the Board and the Union will review options.

- vi) Benefits shall continue during the period of leave granted under the terms of this article.
- vii) Should any Teacher be elected to a released position on 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. Upon the conclusion of the union leave, the Teacher shall return to their previous school and subject to transfer, participate in staffing process for the ensuing school year.

L18.00 PREGNANCY/PARENTAL LEAVES (See Part A C10.2 Pregnancy Leave)

L18.01 Pregnancy Leave

The Board shall grant to a Teacher a pregnancy leave in accordance with Provincial regulations.

- a) Pregnancy leave means unpaid leave taken for the purpose related to giving birth.
- b) A Teacher must give the Board written notice at least two (2) weeks prior to the start of the pregnancy leave and provide a medical certificate indicating the expected date of birth.
- c) A Teacher on pregnancy leave shall continue to be entitled to all rights, benefits and privileges which the Teacher would normally be entitled to under provisions governing pregnancy leave, including:
 - i) accumulation of credit for sick leave, seniority and teaching experience;
 - ii) The Board shall continue to make Board's contributions to extended health plans, dental plans and life insurance, accidental death plans during the statutory period of the pregnancy and parental leave. The Board shall continue to make Board's contribution to benefit plans such as pension plans and disability plans unless the Teacher gives the Board written notice that the Teacher does not intend to pay the Teacher's contributions.

- d) The timing and length of the leave (to a maximum of seventeen (17) weeks) shall be at the discretion of the Teacher and may begin no earlier than seventeen (17) weeks before the expected birth date referred to in section b).
- e) A Teacher returning from a pregnancy leave or parental leave shall have the right to be assigned to the same position held prior to going on leave if it exists, or to a comparable position if it does not exist subject to Article L20:00 Staffing Process. For the purpose of this Article the term position, means the same teaching assignment in the same school.
- f) A Teacher granted an extended unpaid leave of absence for pregnancy shall not be entitled to sick leave benefits for the duration of the extended pregnancy leave.

L18.02 Parental Leave

The Board shall grant to a Teacher a parental leave in accordance with Provincial requirements.

- a) Parental leave means unpaid leave taken following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.
- b) A Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay.
- c) Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- d) The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- e) The Teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin, unless the Teacher who is the parent of a child stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, in which case the parental leave begins on the date the Teacher stops working.

In such cases, the Teacher must give the Board written notice that the Teacher wishes to take leave within two (2) weeks after the Teacher stops working.

- f) Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the Teacher gives the Board at least four (4) weeks written notice of that day.

- g) During parental leave, a Teacher continues to participate in each type of benefit plan that is related to the Teacher's employment unless the Teacher elects in writing not to do so.
- h) The Board shall continue to make Board's contribution to extended health plans, dental plans and life insurance, accidental death plans during the statutory period of the pregnancy and parental leave. The Board shall continue to make Board's contributions to benefit plans such as pension plans, and disability plans unless the Teacher gives the Board written notice that the Teacher does not intend to pay the employee's contributions.
- i) Teaching experience, seniority, and sick leave credits will continue to accrue during parental/adoption leave.
- j) A Teacher returning from a parental or adoption leave shall have the right to be assigned to the same position held prior to going on leave if it exists, or to a comparable position if it does not exist subject to Article 20.00 Staffing Process. For the purpose of this Article the term position, means the same teaching assignment in the same school.

L18.03 Extended Parental Leave

- a) Extended parental leave means unpaid leave taken following the expiration of pregnancy leave and/or parental leave.
- b) The leave may extend up to two (2) years by mutual consent between the Teacher and the Board in addition to the statutory leave.
- c) Requests for extended parental leave shall be submitted, in writing, by the Teacher to the Principal or designate through the Human Resources department. The request must include the length of the leave requested.
- d) During the leave the Teacher may continue to participate in the Board's Group Insurance Plans at 100% of the Teacher's own expense, provided the group insurance plans allow such continuation of benefits.
- e) A Teacher returning from extended parental leave will be assigned to an equivalent teaching position in the attendance area subject to Article L20.00 – Staffing Process.

Teaching time while on Extended Parental Leave shall count as teaching time for seniority purposes.

L18.04 Paternity Leave

Up to two (2) days of paid paternity leave shall be granted to a Teacher on the day of, or within seven (7) days of the birth of the child.

Paternity leave shall be granted by the Principal or by the Director of Education or designate.

L18.05 Adoption Leave

Up to two (2) days of paid leave shall be granted to a Teacher adopting a child. This leave will be taken at the time of placement of the child or court finalization of the adoption. The leave may be extended at the sole discretion of the Director of Education.

L19.00 DEFERRED SALARY LEAVE

- a) The purpose of this plan is to fund a one (1) year leave of absence. Under this plan, a participating Teacher agrees to collect for a period of X years a pre-determined percentage of the salary that the Teacher would have received based upon category placement, years of experience and any applicable allowances.

In return, the Board agrees to grant the participating Teacher a leave with pay.

The Plan is self-financing between the Board and the Teacher since the Teacher takes the leave in the last year only of the plan. The plan is to run over X + 1 years. The leave of absence must commence no later than six (6) years after the date on which the deferral begins. The Teacher is expected to return to regular employment with the Board for a period at least as long as the leave.

b) Eligibility

1. Any contract Teacher with the Board is eligible to participate in this Plan.
2. Both parties will ensure that programs will not be unduly affected by the Teacher's participation in this Plan.

c) Applications

1. A Teacher wishing to participate in this Plan must submit a written application to the Director of Education or designate preceding the school year in which the Teacher wishes to enter the Plan. The application is to be dated.
2. Where the Collective Agreement with the Board has not been settled by that date, the application date is made retroactive to September 1st of the preceding year, and the Teacher has the option of making back-payments into the Plan, if necessary, in order to count as the first year of the Plan.
3. The application must describe the individual scheme as to the number of years of participation (X + 1 years), and the amount by which the regular pay will be reduced for each non-leave year of the plan using the formula:

$$\frac{1}{X + 1} \times 100\%$$

A maximum of 33 1/3 percent of the employee's regular salary may be deferred in one year.

4. Each Teacher submitting an application to participate in this Plan shall be sent written confirmation of acceptance of their individual scheme or written explanation of the reasons for the rejection of their individual scheme.
5. No sick leave benefits will be paid during the year of absence.
6. The Teacher will not be covered by the Workplace Safety and Insurance Board during the year of absence.

d) Return from Leave

1. On return from leave, the Teacher will be assigned to their same or similar position subject to the provisions of Article L20.00 Staffing Process.
2. Upon return from leave under this Plan a participating Teacher shall be eligible for any increase in salary other than increments and benefits that would have been received had the leave not been taken.

e) Payment Formula

1. During the non-leave portions of the individual scheme (the X years) the participating Teacher shall be paid their normal grid salary and allowance less the amount set out in the individual scheme by which the participating Teacher's normal grid salary and allowances are to be reduced.
2. During the non-leave portions of the individual scheme which precede the leave, this amount shall be deducted from each monthly payment of salary according to the salary payment schedule in the Collective Agreement, and shall be invested in an individual Deferred Salary Leave account established by the Board for the Teacher in the Board's financial institution at the negotiated bank rate for credit interest paid. The investment will be left to accumulate for the Teacher's use during the leave portion of the scheme. These funds shall not be withdrawn until commencement of leave year or withdrawal from the Plan. Any interest earned by the Deferred Salary Leave account during each calendar year will be paid to the Teacher and included on a T4 or T4A for the taxation year that it is earned.
3. During the leave portion of the individual scheme, the balance of the Deferred Salary Leave account, including interest earned, will be paid to the Teacher in a manner mutually agreed upon by the Board and the Teacher.

f) Conditions for Acceptance

1. The Teacher must sign a contract with the Board wherein are set out the terms and conditions of participation in the Plan.
2. In the event that a qualified replacement cannot be hired for a Teacher granted a leave, the Board may defer the leave of absence for one (1) year. The Board, however, must make all reasonable attempts to find a qualified replacement, failing which, must so notify the Teacher by May 15th of the year in which the Teacher is to take the leave, unless a later date is mutually agreed upon.
3. During the period of the leave, the Teacher cannot perform work for the Board in any capacity.

g) Leave

1. Leave granted under this Plan shall normally commence on the First Day of school.
2. The year of absence shall be treated as a year's teaching experience for seniority purposes with the Board but shall not entitle the Teacher to increment for that year.
3. During the leave year, the Teacher will be responsible for the full costs of benefits (except Canada Pension and Employment Insurance). Benefits may be maintained with the Board during the leave year if requested by the Teacher. However, 100% of the premium costs must be prepaid as mutually agreed upon by the Teacher and the Board.

h) Withdrawal, Redundancy and Death

1. A participating Teacher may not withdraw from the Plan on or after March 31st of the year in which their leave is to commence.
2. A participating Teacher may withdraw from the Plan at any time prior to March 31st of the year in which the leave is to commence by delivering written notice of withdrawal to the Director of Education, or designate.
3. A participating Teacher who becomes redundant prior to the commencement of leave under this Plan shall be deemed to have withdrawn from the Plan.
4. A participating Teacher who withdraws from the Plan under the circumstances of 2. or 3. above shall receive the sum accumulated in the account including interest within ninety (90) days of withdrawal.

5. The estate of a participating Teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the account including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Chief Financial Officer. This shall also hold true should a Teacher die after the commencement of the leave.

L20.00 STAFFING PROCESS

L20.01 1. Definitions

Attendance Areas: The attendance areas are defined as follows:

1. Dryden – Open Roads and New Prospect Schools
 2. Vermilion Bay- Lillian Berg School
 3. Kenora – Beaver Brae, Evergreen, Keewatin, King George, and Valleyview Schools
 4. Sioux Narrows- Sioux Narrows School
 5. Ignace – Ignace Elementary School
 6. Red Lake – Golden Learning Centre and Red Lake-Madsen Schools
 7. Sioux Lookout – Sioux Mountain School
 8. Ear Falls – Ear Falls School
 9. Upsala- Upsala Public School
 10. Savant Lake- Savant Lake Public School
 11. Pickle Lake- Crolancia Public School
2. Seniority: The Base Seniority List is the list of elementary Teachers in descending order of seniority employed with the Board on June 30, 1998, as per the agreement between the Parties dated March 27, 1998. All Teachers whose work begins during or after the 1998-99 school year will be listed in descending order of seniority below the least senior Teacher on the Seniority List as determined by applying the following criteria:
 - a) Start date of employment with the Board, and when this is equal;
 - b) Total elementary teaching experience in Public, Separate and federally funded First Nations Schools in Ontario, excluding occasional and continuing education experience and when this is equal;
 - c) Long Term Occasional teaching experience with the Keewatin-Patricia District School Board and its immediate predecessors, and when this is equal;
 - d) Lot conducted by the Human Resources department and the Local President, or designate. Teachers will be removed from the seniority list upon resignation, retirement, or upon termination from employment with the Board.

No later than March 1st of each year, the Board shall publish a seniority listing of all Teachers in the bargaining unit. A copy of this listing will be sent to the President of the Bargaining Unit.

Teachers who consider their position on the seniority list to be incorrect must report their disagreement in writing to the Human Resources department and the President of the Local within fifteen (15) days of the posting of the list. Following the fifteen (15) day period previously noted, the Human Resources department shall respond to all requests in writing within fifteen (15) days. The list shall be deemed correct and will be used in the application of the Staffing Process provision. Should there be any revisions to the list, a revised list will be published with a copy to the Local President.

L20.02 Elementary Teacher Staffing Committee

- a) The parties agree to establish an Elementary Teacher Staffing Committee comprised of three representatives of the Board and three representatives of the Union. The Board representatives shall be the Human Resources Manager, a Human Resources Officer and the Superintendent assigned to the Elementary Panel. The Union representatives shall be the President, the Negotiations Officer and one area Vice-President. It is understood that the intent is to have consistent committee members for each year's staffing process.
- b) The Elementary Teacher Staffing Committee will receive the most up to date information available including:
 - i) Funding information with respect to Elementary Teaching positions for the following school year.
 - ii) Allocations of Elementary Teaching Positions to individual schools and programs for the following school year.
 - iii) Transfer, surplus and staffing information as the process unfolds. This information will be kept confidential until established dates for communication.
 - iv) The results of the staffing process (staff assigned, staff surplus).
- c) Meetings of the Elementary Teacher Staffing Committee shall take place during the instructional day, with release time provided. Note: these meetings may extend beyond the instructional day.
- d) **Staffing Timeline**
The Elementary Teacher Staffing Committee shall receive a timeline of staffing dates including but not limited to: dates for staffing meetings in each attendance

area, the deadline for surplus, HR posting of LTO positions, surplus list, staff lists and positions of members.

L20.03 Retention of Staff

- a) Teachers appointed to the positions of Special Assignment Teacher and Teachers assigned to Education Programs in Care and Treatment programs, shall be exempt from these provisions. If one of these positions becomes vacant, it shall not be considered to be open or vacant for the purpose of the Staffing Process.
- b) Positions that require special training and/or qualifications which cannot be filled from the present staff complement and that would result in a serious reduction to program quality, or cancellation of a program may result in a less senior Teacher being retained and a more senior Teacher being declared surplus. This shall include but is not limited to such programs as Special Education, language skill areas in Core, Extended, Immersion French and Native As A Second Language and other areas requiring qualifications in accordance with the Education Act and Regulations and the College of Teachers Act and Regulations.
- c) During the staffing committee meeting, the Board will identify protected positions in each of the attendance areas for the upcoming school year. Protected positions require Teachers with qualifications which cannot be filled from the projected staff complement. This may result in a less senior Teacher being retained and a more senior Teacher being declared surplus. Protected positions shall include those requiring specific qualifications as per the Education Act (e.g., French as a Second Language, Special Education, Vision, Deaf or Hard of Hearing).

L20.04 The determination of the positions as full-time or part-time is at the discretion of the Director of Education or designate.

L20.05 Part-Time Teachers

- a) Part-time Teachers, who request placement as full-time Teachers, shall become full-time Teachers beginning the ensuing school year subject to the other provisions of this section. Any such requests must be received in writing by the Human Resources department, and Principal, or designate, on or before March 31st for it to have effect for the following school year.
- b) Teachers teaching full-time may request to teach part-time effective the next school year, provided the Teacher makes the request in writing to the Human Resources department, and Principal, or designate, on or before March 31st.
- c) Such requests will indicate if the requested change in FTE is permanent or for a one-year period. Approval of requests is entirely at the discretion of the Director of Education or designate in consultation with the Principal. Where approval of

requests to go part-time from full-time or vice versa are for one year only, subsequent requests will be subject to review and re-approval.

L20.06 Transfers

- a) Teachers may be transferred between schools within an attendance area at the discretion of the Board in consultation with the Local President. It is agreed and understood that to maintain school teaching and learning culture, such transfers will be kept to a minimum.
- b) Teachers may request in writing to the Human Resources department to be transferred between schools within the system. Transfers will be at the discretion of the Board, in consultation with the Local President. It is agreed and understood that if an open position exists, the Teacher shall be granted the transfer.
 - i) A Teacher may request a transfer between schools or attendance areas through the submission of a Staffing Form submitted to Human Resources. Such requests shall be submitted by March 31st.
 - ii) Transfer requests will remain in effect until the first day prior to the first Professional Development (PD) day of the upcoming school year.
- c) A Teacher who is declared surplus and accepts a position in another attendance area will have a right to return in order of seniority to the attendance area from which they were declared surplus up until the first day prior to the first Professional Development (PD) day of the upcoming school year should a position become vacant or be created.
- d) Should a position open in an area where transfers have been requested, the position shall be offered to a Teacher who has submitted their transfer request as per L20.06 a) i) above, in order of qualifications and seniority. The offer shall be made even if it would result in a decrease in the Teacher's FTE. A Teacher who declines the offer to transfer due to a decrease in FTE, shall retain their position on the transfer list.

L20.07 Surplus Procedure

- a) Once the staff allocation has been assigned to each attendance area, and Teacher transfers, leaves, full/part time requests have been considered, the Staffing Committee will assign Teachers to schools in the attendance area.
- b) If at this point, however, the Staffing Committee is unable to staff to cover the programs established, the Staffing Committee will attempt to meet the program requirements (L20.03) within the attendance area and schools by a process of elimination. The intent is that the most senior qualified are placed and the least senior qualified/unqualified are displaced and the program needs are met.

- c) Teachers who are displaced from their attendance area will complete the Surplus Options Form indicating to which attendance area(s) they are willing to move and will be assigned to another attendance area provided the Teacher has greater seniority and provided the Teacher has so indicated on the form. Notwithstanding the foregoing, should a concern be raised, the Board and the Local will consult to determine its feasibility.
 - i) If a move into another attendance area results in the displacement of a less senior Teacher, this will be considered the Teacher's new attendance area for the purpose of staffing.
 - ii) If a move into another attendance area is into an open position, the displaced Teacher will have the right to return to the original attendance area in accordance with Article L20.06.c).
- d) Teachers displaced in the staffing process who are not placed in accordance with L20.06 c) will be placed on the system recall list.

Teachers on the system recall list shall be assigned, in order of seniority, vacant positions for which they have the required qualifications in other attendance areas provided the Teacher has so indicated on the Surplus Options Form (L20.07 c). It is understood that once a transfer has been requested and offered to the Teacher, the member shall inform the Human Resources Manager, or designate, in writing within 24 hours exclusive of weekends and holidays.

Where a Teacher is on the recall list part-time, the Teacher will be assigned a full-time position or two part-time positions where the part-time positions are scheduled at different times during the day such that the Teacher can reasonably be assigned to both part-time positions. Travel time between schools is the responsibility of the Teacher. In exceptional circumstances where the Board is considering assigning a Teacher in more than two schools, the Board shall seek agreement with the Union.

Teachers on the recall list full-time who have been assigned a part-time position will remain on the recall list part-time.

- e) Positions remaining open may be filled externally. For clarity, "filled externally" means a Teacher outside of the Keewatin-Patricia Teacher Local and may include a member of the Keewatin-Patricia Occasional Teacher Local.
- f) The finalized assignment of Teachers will be posted in each school along with the finalized recall list.

- g) Teachers who have been assigned positions in two or more schools are responsible for their own transportation and associated costs. The Board will provide reasonable travel time between schools.
- h) Teachers placed on the recall list, shall have their employment terminated in writing no later than May 31st to be effective August 31st, however, their names will remain on the recall list. Teachers on the recall list who have accepted a part-time position will not have their employment terminated.
- i) After transfers have been considered, new and open positions occurring prior to the first day prior to the first Professional Development (PD) day of the upcoming school year will be filled through either:
 - i) process as outlined above in article L20.06 c)
 - ii) or assignment of a Teacher who is on the recall list.

The Teacher to be assigned must have the required qualifications and the greatest seniority.

- j) Positions opening after the first day prior to the first Professional Development (PD) day of the upcoming school year will be filled by Teachers on the recall list based on required qualifications and seniority provided the Teacher has so indicated on the form (L20.07 c).
- k) Teachers may remain on the system recall list for a period not to exceed three (3) school years. Teachers who are not recalled to a position for three school years will have their employment terminated by August 31st of the third school year.
- l) For positions opening after April 1st for the present school year, the Board will employ Occasional Teachers. Should the Occasional Teacher employed be a Teacher on the system recall list, the Teacher's name will remain on the system recall list as appropriate. Teachers employed as Occasional Teachers will have their employment terminated no later than June 30th.
- m) Teachers recalled by the first school day of the school year following the date of notification of termination shall return to the employ of the Board as if no termination of employment had taken place.
- n) A Teacher recalled from the recall list shall have their name restored to its former position on the seniority list.
- o) The Teacher shall forfeit all recall rights where:

- i) The Teacher has been hired by another school Board, as a regular day school Teacher.
 - ii) The Teacher has declined to accept a teaching position commensurate with the Teacher's basic and additional qualifications and at the same or better level of assignment (part-time to full-time) in the attendance area.
 - iii) The Teacher has not provided current contact information.
- p) If the person on recall must provide their present employer with two (2) weeks' notice, the Teacher must be available for teaching within ten (10) working days of notice of recall. Notwithstanding the above, where a Teacher is not currently employed, the Teacher must be available for work within five (5) days of notice of recall. Failure to comply will result in forfeiture of the Teachers recall right.

L20.08 Central Special Assignment Teacher Positions

- a) Any full or partial Central SAT position posting will be sent electronically to staff and subject to Article L20.03 (not subject to recall or transfer provisions).
- b) Teachers in Central SAT positions will retain their position on the seniority list of their home school, prior to the Central SAT position.
- c) Special Assignment Teacher positions will be for a term of 3 years, with an option to reapply.

L20.09 Staffing Assignments

Staff will be given tentative teaching assignments for the upcoming school year via an email from the Principal. Every attempt will be made to provide tentative assignments no later than 5 instructional days prior to the last day of school.

L20.10 Teacher Schedules

Tentative Teacher duty schedules and prep schedules (including what subject(s) will be taught by the prep Teacher) for the following school year will be emailed/shared with staff on or before the fifth-last day of the school year with an understanding that changes may be required due to extenuating circumstances.

L21.00 PART-TIME ASSIGNMENTS

L21.01 A Teacher with a part-time assignment, who, prior to March 31st requests a full-time assignment commencing the following school year will be treated as a full-time Teacher for the purposes of staffing, and be given a full-time assignment where available, subject to the section on Release of Surplus Staff.

L21.02 A Teacher on part-time assignment shall be paid according to the salary schedule and allowances in this collective agreement, prorated.

L21.03 A Teacher on part-time assignment shall be credited with the number of school days of sick leave prorated to the portion of their assignment.

L21.04 A Teacher on part-time assignment shall have the right to participate in all benefit plans.

L21.05 A Teacher on part-time assignment shall receive credit for teaching experience on the following basis:

- a) less than .5 assignment or less than one-half school year: one half credit;
- b) .5 assignment or more, or one-half school year or more: one full year credit.

L21.06 For purposes of seniority, a Teacher on part-time assignment shall be deemed to be on full-time assignment.

L21.07 A Teacher on part-time assignment shall be assigned preparation time prorated.

L21.08 A Teacher on a part-time assignment shall only be required to attend the portion of their assignment to participate in Professional Development. Should the Board request full attendance for the day, and the Teacher attends, the part-time Teacher shall be paid a full day's salary.

L22.00 PART-TIME LEAVES

L22.01 A Teacher with a full-time assignment who, prior to March 31st, requests a part-time leave commencing the following school year shall have the request granted where possible.

L22.02 A Teacher who requests and is granted a part-time leave for a specified period will return to full-time assignment at the end of the leave period, subject to the section L20.00 Staffing Process.

L22.03 A Teacher may apply prior to March 31st for an extension of the Teacher's part-time leave and such extension may be granted where possible.

L23.00 NEW POSITIONS, VACANCIES AND TRANSFERS AND REPLACEMENT OF TEACHERS

L23.01 A "vacancy" under this Article means a teaching assignment covered by this collective agreement that is unoccupied because:

- a) a new position has been created
- b) the incumbent has been promoted
- c) the incumbent has resigned/retired

d) the incumbent has died

Notes:

1. Vacancies created as a result of a transfer (during the school year) following the provisions of L23.03 will be filled externally
2. Positions as outlined above, which become vacant subsequent to June 30th, will be dealt with as outlined in L23.02.

L23.02 Where the Board determines to fill a vacancy with a permanent Teacher, and following consideration as per L23.03 and L23.04, a notification of the posting will be sent by email to all members at least five (5) school days before the position or vacancy is to be filled. Concurrently an electronic copy of such notice shall be sent to the Local.

L23.03 Internal applicants shall be considered for placement in the new position, based on qualifications, programming needs, and the Board's ability to replace the applying Teacher. Replacement ability will be as determined by responses to the posting.

L23.04 Where it is determined that a suitable replacement has been found for the second vacancy, the applying Teacher will be placed in the initial vacancy as soon as possible.

L24.00 JUST CAUSE

- i) No Teacher shall be demoted, discharged, dismissed, or disciplined in any way without just and sufficient cause. Such cause shall be provided to the Teacher in writing, within five (5) calendar days from the time the Teacher is informed of any such action.
- ii) Prior to the imposition of any of the actions listed in i), 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 the Union President or designate present, should the employee decide on having representation, at any meeting that may lead to any of the actions listed in i). Should the Board fail to hold such a meeting, any of the actions listed in i) which the Board may have decided to impose shall be null and void.

L25.00 PROBATIONARY PERIOD

L25.01 All newly hired Teachers will have a probationary period of one school year. The Board will continue to implement the New Teacher Induction Program.

L25.02 Notwithstanding the above, the probationary period may be extended by the Board for up to an additional year under the following circumstances:

- i) The Teacher receives an unsatisfactory evaluation during the probationary period, or,
- ii) The Teacher is absent from work for an extended period of time within the probationary period.

L26.00 RESIGNATIONS/RETIREMENTS

A Teacher may resign/retire effective December 31st or August 31st of any school year. Notice of such resignation/retirement shall be submitted to the Principal and Human Resources by October 31st, and where possible, by March 31st but no later than April 30th respectively. In order for a Teacher to receive pension payments in July and August in the year they retire, the Board shall accept retirement letters dated June 30th.

Resignations/retirements effective at other times during the school year may be submitted to the Director of Education, or designate to be considered by the Board on a mutual consent basis. Such requests shall not be unreasonably denied. If denied, a letter shall be provided to the Teacher outlining the reasons.

L27.00 STRIKES AND LOCKOUTS

L27.01 Strikes and Lockouts

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

L27.02 Strike by other Board Employees

Where a Teacher feels that their safety is jeopardized by crossing a picket line, the Teacher shall contact the Director of Education or designate, who in turn will provide for the safety of the Teacher in reporting for work.

L28.00 UNION REPRESENTATIVES

L28.01 The Local shall notify the Board in writing of the names of persons elected to office in the Local and of the persons authorized by the Local to represent Teachers in a particular school or workplace on behalf of the Union (Workplace Steward).

L28.02 The Board shall allow the Union access to the Board's internal mail (including fax and electronic mail) services. All Union correspondence shall be treated as confidential. The Board shall also provide access to a telephone and photocopier on site, to the Workplace Steward. Where required, costs incurred will be reimbursed by the Union.

- L28.03** The Board shall provide the Workplace Steward access to a bulletin Board in each workplace for the posting of Union business and information for the Union membership.
- L28.04** In the event that a meeting needs to take place regarding Union business, the Board shall allow this meeting to take place in the workplace. The meeting will not disrupt the instructional program. The Board also agrees to allow general membership meetings to take place, outside of the instructional day, on Board premises free of charge.
- L28.05** The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the education program.
- L28.06** Upon request, the Principal and/or Vice-Principal of every school or workplace shall provide the Workplace Steward or designate with information pertaining to the administration of this collective agreement at the school or workplace. Examples of such information would be: information on the school budget, the current and projected staffing, class sizes and enrollment, and the current and projected amount and distribution of instructional time, preparation time and other duties.

L29.00 W.S.I.B. (WORKPLACE SAFETY AND INSURANCE BOARD)

- L29.01** A Teacher who is eligible for and receives approval of a claim by the Workplace Safety and Insurance Board of Ontario shall be on paid leave of absence, with no reduction in salary or other rights under this agreement.

A Teacher, who is absent as a result of an injury incurred at work, shall be entitled to their net pay in full as follows.

The Teacher shall continue to be paid 100% of salary for any W.S.I.B. compensable absence. The top-up will be paid for a maximum of four (4) years and six (6) months.

- L29.02** The Board shall not terminate the employment of any Teacher for the first thirty-six (36) months from the initial illness because the Teacher is absent due to illness or in receipt of workplace safety and insurance benefits or long term disability benefits.

L29.03 WSIB/LTD – Retention of Position

A Teacher who is absent from work for the Teacher's full contractual position and is claiming WSIB or LTD benefits shall retain that position in that attendance area for thirty-six (36) months from the initial absence. During that time and having not returned to work, the position may be filled for the next September through the normal placement process.

L29.04 Following the thirty-six (36) month period, the Board agrees that, for pension purposes only, the Teacher shall be maintained as an employee of the Board. The Teacher shall lose all other rights under this collective agreement.

L30.00 NOTICE OF PLANNED CHANGES

The Board shall endeavour to provide ninety (90) days of notice to the Union, where possible, of its plans to introduce major organizational change that will impact directly the membership. The Board will consult with and request input from the Local prior to the implementation of such change.

L31.00 PROFESSIONAL DEVELOPMENT

L31.01 The Board shall pay a professional development allowance to the Union in the amount of twenty dollars (\$20) per Teacher per year. The Board shall make this payment no later than November 30th of each school year. The basis for this allowance will be the number of full-time equivalent Teachers on staff as at October 31st.

L31.02 The Professional Development Committee of the Local shall be responsible for the distribution of the funds. The Local shall provide the Board with the Terms of Reference of the Committee. The Local shall submit a written accounting to the Board for all Professional Development Allowance funds, on or before June 30th of each year.

L31.03 Any costs required for release time for professional development approved by the Professional Development Committee shall be covered at the qualified Occasional Teacher rate.

L31.04 For Board/Ministry sponsored Professional Development, where travel is required outside of a Teachers' attendance area, the start time for such Professional Development shall be no earlier than 10:00 a.m. and shall be concluded by 2:30 p.m. (for travel from Sioux Lookout or Ignace to Dryden, or Ear Falls to Red Lake, or vice versa, times will be 9:30 a.m. to 2:30 p.m.)

L32.00 SCHOOL STAFFING AND WORKLOAD COMMITTEE

L32.01 Each school or workplace shall have a School Staffing and Workload Committee. The committee shall consist of the Principal and/or Vice-Principal, the school steward, and a maximum of one (1) additional Teacher elected from each division of the school.

L32.02 The elected Teachers on the committee shall be in place from October 1st to September 30th. If any elected Teachers resign from the committee or are transferred to another school, the staff of the school shall elect replacements.

L32.03 The responsibilities of the School Staffing and Workload Committee(s) shall be as follows:

1. To review the current school staffing model and to propose any such modification as may be required to create and maintain the best teaching and learning environment, to make the most effective use of staff allocated to the school and to comply with the terms of the collective agreement, provincial funding model, and other provincial acts or regulations.
2. To consider and to respond to organizational proposals and/or suggestions submitted by staff members to the committee.
3. To develop and recommend a staffing model based on projected enrollment and allocation for consideration by the staff.
4. To assist in the development and completion of a school timetable.
5. To assist in the development of a supervision schedule which is equitable.
6. To assist in the equitable distribution of preparation time.

L32.04 Should there be a disagreement on the allocation of instructional time, preparation time and supervision schedules within the school, as identified above, the School Steward and the affected Teacher will discuss their concern with the Principal. If a resolution is not reached, the School Steward and the Teacher may bring their concern to the School Staffing and Workload Committee. The Committee will take this information into account when it reviews these allocations within the school, as outlined above. If the Committee is unable to resolve the concern, the matter will be referred to the appropriate Superintendent of Education and the Local President for resolution. If there is no resolution to the matter, the decision of the appropriate Superintendent of Education shall be final and not grievable.

L32.05 The Principal shall share the information necessary for the committee to fulfill its responsibilities.

L33.00 SCHEDULED SCHOOL YEAR

The school year for each Teacher shall correspond to the school year for pupils with the exception of designated Professional Development days within the pupils' school year.

L34.00 WORKING CONDITIONS

- L34.01**
- a) It is understood that all extra-curricular activities are voluntary.
 - b) Effective January 1, 2016, where a Teacher participates in extra-curricular activities outside of the instructional day, they shall earn lieu time in accordance with the following parameters:

Minimum 25 hours = 0.5 of a lieu day

Minimum 50 hours = 1.0 lieu day

- c) Granting and scheduling of the lieu day is conditional upon submission of documentation of hours and in consultation with the Principal.
- d) Lieu Days will be limited to one day per Teacher per school year, with hours non-transferable to following school year(s).
- e) For clarity, but not as to limit the foregoing, the following are recognized extra-curricular activities: intra-mural sports, school clubs, school competitive teams, Board sanctioned tournaments, choir, drama activities, art clubs, overnight field trips, music, literary clubs, Lego club, math clubs.

Note: A standardized tracking form will be developed by the Labour/Management Committee.

- L34.02** a) No Teacher shall be assigned duties during their forty (40) minute uninterrupted lunch period each day.
- b) Notwithstanding above, the Board shall attempt, in situations where a Teacher is scheduled to two schools, to provide a forty (40) minute uninterrupted and continuous lunch break.

L34.03 The Board agrees to provide lunch hour supervision. The intent of providing lunch hour supervision at each school is to eliminate Teachers providing supervision during the lunch hour. Normally, the second nutrition break in balanced day schools shall be the lunch break for Teachers. However, it is recognized that it may be necessary for Teachers to assume some lunch hour supervision duty, under extenuating circumstances.

L34.04 The Parties to this agreement agree to adhere to all Ministry of Education and Training directives with respect to staffing.

L35.00 PREPARATION TIME

L35.01 Effective August 31, 2012, each Teacher will receive 240 minutes of preparation time during the instructional day as defined in Article L1:00h) free from classroom instruction, supervision or other required duties, within each cycle of five instructional days.

L35.02 Preparation time shall be used for professional activities as determined by the Teacher and shall be assigned only during the students' instructional day as defined in Article L1.00 h) exclusive of recesses, lunch/nutrition breaks and scheduled intervals between classes.

L35.03 Teachers on part-time assignment shall have the amount of preparation time pro-rated as per their teaching assignment.

- L35.04** Every effort shall be made to assign preparation time in continuous blocks of at least thirty (30) minutes. At no time shall a block of time for preparation time be less than twenty (20) minutes.
- L35.05** Professional Activity days shall not be considered instructional days for the purpose of scheduling preparation time.
- L35.06** Notwithstanding other provisions in this collective agreement, the Board may assign the additional teaching staff generated by the increase in elementary Teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the arts in more than one elementary school. This shall be done in consultation with the Local.
- L35.07** Notwithstanding other provisions in this collective agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for Teachers. The Board may not use the aggregated additional minutes of preparation to hire Occasional Teachers to provide Teacher coverage, as opposed to regular specialist Teachers.
- L35.08** Missed preparation time shall only be rescheduled where a Teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a Teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.
- The Principal of the school shall be responsible for maintaining a record of missed preparation time and the re-scheduling of such missed preparation time. In cases where a Teacher has been unable to resolve an issue at the school level with respect to the re-scheduling of missed preparation time, the record shall be made available to the President upon request.
- L35.09** Normally, the Board shall not combine classes in order to provide preparation time.
- L35.10** Notwithstanding the foregoing, existing provisions or practices respecting preparation time which provide superior benefits to the provisions set out above shall not be eroded on a school level basis.
- L35.11** The Board shall ensure that all additional funded positions for preparation time as set out in the Appendix to the PDT agreement are hired. The Board shall share the financial analysis and calculations of the allocation for enhanced funding and staffing upon request of the union.

L36.00 SUPERVISION

L36.01 For the purposes of the supervision provisions of this collective agreement, supervision time shall be defined as the time a Teacher is assigned to supervise students outside the three hundred (300) minute instructional day as defined in Article L1.00 h).

For clarification, supervisory duties include assigned duties such as yard duty, hall duty, bus duty and lunchroom duty and any other assigned duties undertaken before the beginning of opening exercises in the morning or the beginning of instruction whichever occurs first, the commencement of classes following the lunch interval, nutritional breaks or recess and after the school day.

L36.02 The Board shall implement the following provisions respecting supervision schedules:

- i) Effective the day following the date of ratification, the maxima of supervision minutes for elementary Teachers will be 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.
- ii) Notwithstanding the above, no Teacher shall be required to perform supervision duties in excess of the maximum amount of supervision duties that the Teacher was required to perform during the 2007-2008 school year unless the Teacher's assignment or worksite is modified or changed. In the event of such modification or change, the Teacher's supervision time shall be equal to the supervision time required of other Teachers in the same school who perform equivalent assignments. If there is no such modification or change, each Teacher shall continue to be required to perform the same amount of supervision duties as performed during the 2007-2008 school year so long as the amount of such supervision time is less than the amount of supervision time otherwise provided for in this agreement.
- iii) Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.
- iv) Supervision shall be assigned by the Principal on as equitable a basis as possible.

L37.00 ASSESSMENT AND REPORTING

L37.01 No Teacher shall be required to complete more than the minimum number of report cards mandated by the Ministry of Education. Junior and Senior Kindergarten report cards will be completed as per Board Policy.

L37.02 The Board will inform the Teachers of the submission date(s) for report cards by September 30th of each year.

L37.03 The Board shall provide one half (0.5) day covered by an Occasional Teacher for the preparation of report cards or other work agreed to by the Teacher in consultation with the Principal. The Teacher, in consultation with the Principal, shall determine when the one half day covered by an Occasional Teacher will be taken subject to the availability of an Occasional Teacher and consideration of program needs.

L37.04 Effective 2010-2011, two Professional Activity Days will be designated for the purpose of assessment and 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.

L38:00 STAFFING AND CLASS SIZE

L38.01 In accordance with Ontario Regulation 132/12, the average class size is 22.0 for Grades 4-8.

Staffing information shall be provided by the Board to the President of the Local on an annual basis that will confirm the class size average set out above.

L39.00 CRIMINAL BACKGROUND CHECKS

L39.01 The Board shall pay the cost of any criminal record check required in respect of an incumbent Teacher provided the Teacher participates in the process operated by the Ontario Education Services Corporation.

L39.02 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of The Education Act or any other subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Manager of Human Resources and those personnel designated by the Manager of Human Resources. The Manager of Human Resources shall, upon request, advise the Local of the names of those so designated. Such personnel shall not be members of the Local.

L39.03 The Board shall not release any information about a Teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

L39.04 The Board shall consult with the Local regarding any changes to the Board's policy or operating procedures with respect to criminal record checks and any changes the Board makes to the offence declaration form.

L40.00 COPIES OF THE COLLECTIVE AGREEMENT

The Board agrees to provide online access of the Collective Agreement. Copies will be posted on the Board website and available to download and print at school.

L41.00 OCCUPATIONAL HEALTH AND SAFETY

L41.01 The Board and ETFO recognize their obligation to provide a safe and healthy environment free from violence and harassment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.

L41.02 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 reasonable precaution for the protection of Teachers from violence or threats of violence, in accordance with Policy #708 "Respectful Working and Learning Environment" and #709 "Workplace Harassment".

L42.00 MEDICAL PROCEDURES

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

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

L43.00 UNION DUES AND ASSESSMENTS

The Parties agree that the Board shall deduct, for every pay period and for each Teacher, union dues. Dues deducted in accordance with this article shall be forwarded to the General Secretary at ETFO 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 calculated on a uniform basis.

The payment shall be accompanied by a dues submission list showing the names, addresses, wages, dues deducted, Board Email, Ministry Identification Number (MIDENT), and OCT number.

L44.00 DATA FOR NEGOTIATIONS

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

L45.00 EMPLOYMENT INSURANCE REBATE

The Union agrees that its share of the EI Rebate shall be used to offset costs associated with the payment of the Occasional Teacher costs referred to in L37.03.

L46.00 STAFF MEETINGS

L46.01 Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and Board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.

L46.02 Occupational Health and Safety will be a standing agenda item for every staff meeting.

L47.00 PROTECTION FROM PREGNANCY RELATED COMMUNICABLE DISEASE

- a) The Board and the Local agree to continue communication among elementary Teachers to educate them about the symptoms of such diseases and about measures that can be taken to reduce exposure to them.
- b) Where a communicable disease prevents a Teacher who is pregnant from attending to their duties, the individual will be temporarily reassigned, in accordance with Physician's orders, with pay and without loss of sick leave.

L48.00 TEACHER IN CHARGE

L48.01 Annual

- a) A Teacher-In-Charge may be appointed in an elementary school, at the discretion of the Board. The Principal shall select for the role one of the Teachers who puts their name forward in writing. The appointment to a Teacher-In-Charge position will normally be made each September for a one-year period.
- b) A Teacher-In-Charge shall be provided with a written outline of the duties and responsibilities of the role in a Letter of Agreement. The role will not include the discipline or the evaluation of members in the Local or the hiring or interviewing of potential staff members. A copy of the Letter(s) of Agreement will be shared with the President of the Local.

- c) A Teacher, who is appointed Teacher-in-Charge shall remain a member of the KPETA Bargaining Unit, and shall remain subject to the normal Union/Local fees under Article L43.00.
- d) The annual allowance for Teacher-In-Charge (annual) shall be as follows, pro-rated as may be necessary:

Effective the first day of the 2019-2020 school year	\$1,715.00
Effective September 1, 2019	\$1,732.15
Effective September 1, 2020	\$1,749.47
Effective September 1, 2021	\$1,766.96
- e) An Occasional Teacher may be hired to assume the classroom/supervisory duties of the Teacher-In-Charge when the Principal is out of the school.

L48.02 Daily

- a) The Principal or Vice Principal of a school may appoint a Teacher-In-Charge (daily) where both Administrators will be absent from the school for a significant portion of the day.
- b) The Teacher-In-Charge (daily) will act as the contact person for staff members in the absence of both the Principal and Vice Principal. The Teacher-In-Charge will be responsible to act on matters of importance that arise in the absence of both the Principal and Vice Principal, including communicating with the absent administrators, maintaining necessary documentation and contacting various stakeholders (parents, staff, community members, etc.). The role will not include the discipline or the evaluation of members in the Local or the hiring or interviewing of potential staff members.
- c) A Teacher who is appointed as a Teacher-In-Charge (daily) shall remain a member of the KPETA Bargaining Unit, and shall remain subject to the normal Union/Local fees under Article L43.00.
- d) The allowance for time spent as Teacher-In-Charge (daily) shall be:

Effective the first day of the 2019-2020 school year	\$45.42
Effective September 1, 2019	\$45.87
Effective September 1, 2020	\$46.33
Effective September 1, 2021	\$46.79
- e) An Occasional Teacher may be hired to assume the classroom/supervisory duties of the Teacher-In-Charge when the Principal and Vice Principal (where applicable) are out of the school.

- f) The Principal/Vice Principal shall ensure that their contact information, including destination and telephone numbers are provided to the Teacher In Charge.

L49.00 PEER COACHING AND MENTORING

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.

L50.00 LABOUR/MANAGEMENT COMMITTEE

L50.01 The Board and the Local shall establish a Labour Management Committee to provide a forum for communications and discussions for any matter that affects Local/Board relations.

L50.02 The Labour Management committee shall be comprised of up to three (3) representatives appointed by the Board and up to three (3) representatives appointed by the Local. The committee may call on such resource person(s) as it deems appropriate.

L50.03 The committee shall meet as required, within fifteen (15) days at the request of the Local President or the Employer to discuss matters of common concern. Meeting requests shall include a proposed agenda.

L50.04 The Labour Management Committee meetings will be held at a time and location agreed upon by both parties.

L51.00 ACTING ADMINISTRATOR POSITION

A Teacher may accept an acting assignment, not to exceed 193 days, in a two (2) school year period, to a position as "Acting" Principal or "Acting" Vice Principal with no loss of seniority or rights and entitlements under this Agreement. On completion of the acting assignment, the Teacher will return to their previous teaching assignment subject to the provisions of Article L20.00. A Teacher who accepts an acting assignment will remain a member of the Union and will pay the respective Union dues in accordance with the Collective Agreement. The length of the acting assignment may be extended by mutual agreement between the Board and the Union.

L52.00 INSURABLE HOURS

For the purposes of the Employment Insurance Act, regarding hours of insurable employment, full-time Teachers shall be deemed to have worked eight (8) hours each

day they are employed during the school year. Part-time Teachers shall be deemed to have worked hours per day that have been pro-rated accordingly.

L53.00 ACCOMMODATION PLANS

The Board will continue to implement the Board's Accommodated Work Program. The parties agree to review the Board's Accommodated Work Program with a view to implement a revised and updated work program in compliance with the Ontario Human Rights Code.

The Board, in recognition of the Union's role and legal obligations with respect to its members who require an accommodation under the Code, agrees to cooperatively develop modified work plans (accommodations) for such members to be able to perform work. Such cooperative efforts shall involve a Human Resources representative, the Local President or designate, should the employee provide permission to share personal information with their Union, and the member requiring work accommodations. The Board shall inform the Teacher of their right to union representation.

Modified work plans (accommodations) shall be implemented in as timely a manner as possible.

L54.00 PROFESSIONAL DEVELOPMENT DAYS

When Board sponsored professional development is offered virtually on Professional Development days, members who work in a different attendance area from where they live, will have the option to work from a school in the attendance area nearest to where they live.

L55.00 PAYROLL DEDUCTIONS

At the request of the Local, the Board shall deduct an annual levy from a Teacher's pay. The Local shall inform the Board of the amount to be deducted each school year no later than August 1 of each year.

L56.00 INVOICING OF RELEASE TIME

The Board shall invoice KPETA for union release time on the following dates:
December 31, March 31, June 15.

**MEMORANDUM
OF AGREEMENT**

**Between
Keewatin-Patricia Elementary Teachers' Local
(hereinafter called the "Local")**

And

**Keewatin-Patricia District School Board
(hereinafter called the "Employer")**

The parties agree that the following Memorandum of Agreement will be appended to the Collective Agreement between the Keewatin Patricia Elementary Teachers' Local and the Keewatin-Patricia District School Board and effective September 1, 2009 shall form part of that collective agreement.

This memorandum sets out and shall constitute the terms and conditions of employment of all Teachers holding positions in Crolanacia Public School as of September 1, 2009, which formed part the Connell and Ponsford District School Authority, and is enforceable as part of the collective agreement between the Keewatin Patricia Elementary Teachers' Local and the Keewatin-Patricia District School Board.

Except as set out below all terms and conditions of the collective agreement between the Keewatin Patricia Elementary Teachers' Local and the Keewatin-Patricia District School Board shall apply.

Notwithstanding the foregoing, where the collective agreement between the Connell and Ponsford District School Authority and ETFO contain superior or additional benefits, rights or privileges, the terms of that collective agreement shall continue to apply and shall prevail in the event of a conflict.

The parties agree that responsibility for payment of salaries and allowances by the Keewatin-Patricia District School Board is effective September 1, 2009. Employees of Connell and Ponsford District School Authority Board are deemed to have been paid correctly up to and including August 31, 2009.

For the purposes of clarity, but without limiting the generality of the foregoing, the following provisions in the Connell and Ponsford District School Authority collective agreement continue to apply and prevail in the event of a conflict with the collective agreement between the Keewatin Patricia Elementary Teachers' Local and the Keewatin-Patricia District School Board:

For the purposes of interpretation, where KP is indicated, the provisions of the collective agreement between the Keewatin Patricia District School Board and the Keewatin Patricia Elementary Teachers Local, shall apply. Where noted by 'addition' or 'plus', the provision(s) from the school authority collective agreement shall also be enforceable.

Names of the Teachers to which the following shall apply:

Toby Jonasson

- Article L1.00 Definitions – KP
- Article L2.00 Amendments – KP
- Article L3.00 Scope and Recognition – KP
- Article L4.00 Purpose – KP
- Article L5.00 Rights and Responsibilities – KP
 - 5.01 Management Rights
 - 5.02 Reasonable Exercise of Rights
 - 5.03 No Penalty
 - 5.04 No Discrimination
 - 5.05 Teacher Performance Appraisal
- Article L6.00 Personnel Files – KP
- Article L7.00 Grievance And Arbitration Procedure – KP
 - Definitions and general procedure:
 - 7.01 Step 1 – Informal Procedure
 - 7.02 Step 2 – Director of Education
 - 7.03 Arbitration
 - 7.04 Discharge Grievance
 - 7.05 Policy Grievance
 - 7.06 Grievance Mediation
 - 7.07 Attendance at Grievance Meetings
- Article L8.00 Category Definitions - KP
- Article L9.00 Allowance For Teacher Experience

Addition of:

Teachers of the former Connell Ponsford District School Authority employed by the Keewatin-Patricia District School Board on September 1, 2009, will be deemed to be placed appropriately on the salary grid.

Article L9.01 Calculation of Teaching Experience – KP

Article L10.00 Salary – KP – continue with CPDSA Article 5 Salary Schedule

Article 5 Salary Schedule

5.1 The salary grid shall be the salary grid of the Lakehead Elementary Public School Teachers, with increases applied accordingly since September 1, 1999.

Effective September 1, 2022					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$50,680	\$54,027	\$56,697	\$60,999	\$66,011
1	\$53,264	\$57,271	\$60,141	\$64,751	\$70,064
2	\$55,847	\$60,515	\$63,582	\$68,505	\$74,118
3	\$58,431	\$63,763	\$67,029	\$72,248	\$78,175
4	\$61,014	\$67,003	\$70,475	\$76,001	\$82,222
5	\$63,601	\$70,248	\$73,916	\$79,754	\$86,276
6	\$66,188	\$73,497	\$77,360	\$83,503	\$90,329
7	\$68,768	\$76,739	\$80,799	\$87,250	\$94,380
8	\$71,357	\$79,980	\$84,249	\$91,003	\$98,438
9	\$73,942	\$83,225	\$87,688	\$94,754	\$102,492
10	\$76,515	\$86,471	\$91,137	\$98,503	\$106,540
11	\$79,108			\$102,254	\$110,591
12	\$81,266				
13	\$86,471				
Effective September 1, 2023					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$52,200	\$55,648	\$58,398	\$62,829	\$67,991
1	\$54,862	\$58,989	\$61,945	\$66,694	\$72,166
2	\$57,522	\$62,330	\$65,489	\$70,560	\$76,342
3	\$60,184	\$65,676	\$69,040	\$74,415	\$80,520
4	\$62,844	\$69,013	\$72,589	\$78,281	\$84,689
5	\$65,509	\$72,355	\$76,133	\$82,147	\$88,864
6	\$68,174	\$75,702	\$79,681	\$86,008	\$93,039
7	\$70,831	\$79,041	\$83,223	\$89,868	\$97,211
8	\$73,498	\$82,379	\$86,776	\$93,733	\$101,391
9	\$76,160	\$85,722	\$90,319	\$97,597	\$105,567
10	\$78,810	\$89,065	\$93,871	\$101,458	\$109,736
11	\$81,481			\$105,322	\$113,909
12	\$83,704				
13	\$89,065				

Effective September 1, 2024					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$53,636	\$57,178	\$60,004	\$64,557	\$69,861
1	\$56,371	\$60,611	\$63,648	\$68,528	\$74,151
2	\$59,104	\$64,044	\$67,290	\$72,500	\$78,441
3	\$61,839	\$67,482	\$70,939	\$76,461	\$82,734
4	\$64,572	\$70,911	\$74,585	\$80,434	\$87,018
5	\$67,310	\$74,345	\$78,227	\$84,406	\$91,308
6	\$70,049	\$77,784	\$81,872	\$88,373	\$95,598
7	\$72,779	\$81,215	\$85,512	\$92,339	\$99,884
8	\$75,519	\$84,644	\$89,162	\$96,311	\$104,179
9	\$78,254	\$88,079	\$92,803	\$100,281	\$108,470
10	\$80,977	\$91,514	\$96,452	\$104,248	\$112,754
11	\$83,722			\$108,218	\$117,041
12	\$86,006				
13	\$91,514				
Effective September 1, 2025					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$54,977	\$58,607	\$61,504	\$66,171	\$71,608
1	\$57,780	\$62,126	\$65,239	\$70,241	\$76,005
2	\$60,582	\$65,645	\$68,972	\$74,313	\$80,402
3	\$63,385	\$69,169	\$72,712	\$78,373	\$84,802
4	\$66,186	\$72,684	\$76,450	\$82,445	\$89,193
5	\$68,993	\$76,204	\$80,183	\$86,516	\$93,591
6	\$71,800	\$79,729	\$83,919	\$90,582	\$97,988
7	\$74,598	\$83,245	\$87,650	\$94,647	\$102,381
8	\$77,407	\$86,760	\$91,391	\$98,719	\$106,783
9	\$80,210	\$90,281	\$95,123	\$102,788	\$111,182
10	\$83,001	\$93,802	\$98,863	\$106,854	\$115,573
11	\$85,815			\$110,923	\$119,967
12	\$88,156				
13	\$93,802				

Article 11 Special Allowances L11.01 – KP - plus
CPDSA 6.1 Conference Expenses will be paid in accordance with KPDSB Policy 602 “Travel, Meeting and Hospitality Expenses”.

Addition of: Article 6.1.4, 6.1.5, 6.1.6, 6.2, 6.4 Allowances (Connell and Ponsford District School Authority) will apply as of September 1, 2009 and going forward, for all former employees of the Connell and Ponsford District School Authority

- 6.1.4 The Board will provide Teachers a half day for travel to, and a half day of travel from, in order to attend conferences in Northwestern Ontario.
- 6.1.5 The Board will provide Teachers a full day for travel to, and a full day for travel from, in order to attend conferences not in Northwestern Ontario.
- 6.1.6 Subject to the Principal's approval, a Teacher may be granted additional time to attend conferences.
- 6.2 Additional expense account claims must be submitted to the Board for consideration, no later than seven (7) days after the expense occurs. Claims must be accompanied by receipts with the exception of the meal allowance. Claims other than Professional Development Days, which approved, will be paid within a five (5) working day period after receiving approval.

NEW: The following shall apply during the period September 1st to October 15th and April 15th to June 30th. For Board Professional Development sessions held in Dryden (or more distant locations within the Board), the Board will provide a half day for travel the day prior to the professional development session as well as overnight accommodation. Return travel to Pickle Lake will be expected on the same day as the last day of the professional development session which ends at 2:30 p.m. (provided weather conditions are favourable).

The following shall apply during the period October 16th to April 14th :

- a) For Board Professional Development sessions held in Dryden (or more distant locations within the Board), the Board will provide a half day for travel the day prior to the professional development session as well as overnight accommodations and a half day for travel the day following the Professional Development session.
- b) For Board Professional Development sessions held in Sioux Lookout, the Board will provide a half day travel and overnight accommodations for either the half day prior to or the half day following the Professional Development session.

The Board will endeavour to find alternative means of delivery for professional development.

All professional development sessions that require travel outside of Pickle Lake will begin no sooner than 10:00 a.m. Central Time and will end no later than 2:30 p.m. Central Time.

- 6.4 Additional Salaries:
Effective September 1, 2019 \$2,943.81
(Installments of \$1,177.52, \$1,177.52, \$588.77)
- Effective September 1, 2020 \$2,973.25
(Intallments of \$1,189.30, \$1,189.30, \$594.65)
- Effective September 1, 2021 \$3,002.98
(Installments of \$1,201.19, \$1,201.19, \$\$600.60)

This amount will be based on the prerequisite of attending Professional Development as provided by the Board.

Article L12.00 Payroll Procedures – KP

Article L13.00 Benefits – KP plus the following

Addition of:

- 14.09 Where benefit coverage under the Connell & Ponsford District School Area Board’s benefit plans was superior e.g. monetary coverage level, frequency of service, etc., the Keewatin Patricia District School Board shall reimburse the Teacher for the difference where a claim is not reimbursed by the Keewatin-Patricia benefits plans at the same level. Any additional cost for superior benefits provided under the Connell & Ponsford District School Area Board’s benefit plans will not be subsidized by the Keewatin-Patricia Elementary Teachers benefit plan funds.

NOTE: Teachers of the former Connell and Ponsford District School Authority Board had entitlement to purchase Optional Dependent Life Insurance – this provision will be maintained.

Article L14.00 Sick Leave – KP (except d)

Article L16.00 Leaves Of Absence - KP

- L16.01 i) Compassionate Leave
- L16.01 ii) Bereavement Leave
- L16.01 iii) Short Term
- L16.01 iv) Extended
- L16.01 v) Long Term
- L16.01 vi) Jury Duty
- L16.01viii) Quarantine
- L16.01 viii) Graduation Leave
- L16.01 x) Leave of Absence for Illness of Children

12.2.2 Medical Travel Leave:
A Teacher is eligible for a maximum of up to two (2) days at a time to obtain necessary medical or dental care for themselves, their spouse or their dependent children, when such care is not available within the geographic area.

12.2.3 Personal Leave:
A Teacher may be granted up to two (2) days personal leave with pay during the school year at the Board's discretion. Application for personal leave must be received in writing at the Board Office at least ten (10) days in advance.

Article L17.00 Union Leaves – KP

Article L18.00 Pregnancy/Parental Leaves – KP

L18.01 Pregnancy Leave

L18.02 Parental Leave

L18.03 Extended Parental Leave

L18.04 Paternity Leave

Article L19.00 Deferred Salary Leave – KP

Article L20.00 Staffing Process - KP – with the addition of:

L20.01 Definitions - KP plus

2. Seniority: The Base Seniority List is the list of elementary Teachers in descending order of seniority employed with the Board on June 30, 1998, as per the agreement between the Parties dated March 27, 1998. All Teachers whose work begins during or after the 1998-99 school year will be listed in descending order of seniority below the least senior Teacher on the Seniority List as determined by applying the following criteria:

a) Start date of employment with the Connell & Ponsford District School Authority, and when this is equal;

See Letter of Agreement: Transfer/Surplus Rights during the Term of the 2008-2012 Collective Agreement

Article L21.00 Part-Time Assignments – KP

Article L22.00 Part-Time Leaves – KP

Article L23.00 New Positions, Vacancies and Transfers and Replacement of Teachers – KP

Article L24.00 Just Cause – KP

Article L25.00 Probationary Period – KP

Article L26.00 Resignations/Retirements – KP

Article L27.00 Strikes And Lockouts – KP

Article L28.00 Union Representatives – KP

Article L29.00 WSIB/LTD – KP

Article L30.00 Notice of Planned Changes – KP

Article L31.00 Professional Development – KP

Addition of:

CPDSA Article 15 Education Leave Of Absence

- 15.1 Purpose – to provide the members of ETFO with an opportunity for enrichment, which in turn will benefit the school system. Educational Leave may be granted for the following purposes:
 - 15.1.2 educational improvement or development
 - 15.1.3 educational study or research
 - 15.1.4 enrichment or leadership training

- 15.2 Educational Leave may be granted to one member of the teaching staff per year, provided the following requirements are met:
 - 15.2.1 the Teacher must have taught for five (5) consecutive years with the Board;
 - 15.2.2. unless otherwise mutually agreed upon, a Teacher taking an Educational Leave must return to the employ of the Board for a period of not less than one (1) year; and
 - 15.2.3 The Educational Leave must fulfill a need of the system or a program. The application for an Education Leave must be recommended by the Principal and Supervisory Officer and finally approved by the Board.

- 15.4 Final granting or rejection of the application shall be at the Board’s discretion.
- 15.5 The salary and benefits paid shall be seventy-five percent (75%) of the grid salary, one hundred percent (100%) of the benefits that would be paid to the individual concerned if they were to continue in their present position. Remote Location Allowance will not be paid. Teacher’s Pension Plan contributions would be continued as provided by the Teachers’ Pension Act, 1989. Sick Leave credits shall not be granted during the term of the leave. However, Educational Leave shall not negatively affect the accumulated Sick Leave credits of a Teacher on Educational Leave.

- 15.6 Applications for an Educational Leave must be made in writing by December 31 for the following September and must set down all the reasons for the request. The Board shall notify the applicant in writing by January 31 of the granting or rejection and the reasons thereof.
- 15.7 should a Teacher who has taken Educational Leave fail to fulfill the terms of section 15.7.2 restitution shall be as follows:
 - 15.7.1 If the Teacher does not return to the Board, the full amount of the monies received shall be repaid over a period of two (2) years.

CPDSA Article 30 Course / Training Allowance

A Teacher who successfully completes courses requested by the Teacher or the Board and approved by the Supervisory Officer which relates to methodology, curriculum or Ministry certification and who remains on staff for the next school year shall be reimbursed by the Board up to a maximum of five hundred dollars (\$510.00) per year.

Effective September 1, 2019 \$546

Effective September 1, 2020 \$551

Effective September 1, 2021 \$557

Article L32.00 School Staffing and Workload Committee – KP

Article L33.00 Scheduled School Year – KP

Article L34.00 Working Conditions

L34.01 Extra Curricular Activities – KP

L34.02 Lunch Hour – KP

L34.03 Lunch Hour Supervision – KP

L34.04 - KP

Article L35.00 Preparation Time – KP plus

Addition of: 21.1 (b) Part-time Teachers in the elementary schools shall be granted prep time pro-rated to their employment time in a single block.

21.1 (d) Preparation time shall be granted in blocks of time of not less than forty (40) minutes for full time Teachers.

Article L36.00 Supervision – KP

Article L37.00 Assessment and Reporting – KP

Article L38.00 Staffing and Class Size - KP plus

The Grade 4 – 8 Average Class Size Organization for Crolancia School shall not exceed 18 pupils at the time of the fall class size re-organization commencing in the 2009-10 school year. This number shall be reduced to 17 pupils commencing in the 2010-11 school year.

Should a new student(s) register during a school year after the fall class size re-organization, these class size numbers may be exceeded for a period not to exceed the length of that school year.

Article L39.00 Criminal Background Checks – KP

Article L40.00 Copies of the Collective Agreement – KP

Article L41.00 Occupational Health and Safety – KP

Article L42.00 Medical Procedures – KP

Article L43.00 Union Dues and Assessments – KP

Article L44.00 Data For Negotiations – KP

Article L45.00 Employment Insurance Rebate – KP

Article L46.00 Family Medical Leave – KP

Article L46.00 Staff Meetings – KP

Article L47.00 Protection From Pregnancy Related Communicable Disease – KP

Article L48.00 Teacher In Charge

48.01 – Annual – KP

50.02 – Daily – replace d), e) with CPDSA 5.2.4

5.2 A Teacher in Charge (TIC) may be appointed as follows:

5.2.1 The position shall be advertised internally.

5.2.2 In September, the Principal shall recommend a designate (TIC) to the Board for approval. The Board shall appoint one designate (TIC) for each school term (three per year).

5.2.3 At the discretion of the Principal and Board, a Teacher may be appointed Teacher in Charge (TIC) for more than one school term, but preferably not to exceed two consecutive terms.

5.2.4 Remuneration for the Principal's designate (TIC) shall be at the rate) per day set out below for each day or portion of a day that the Principal's designate (TIC) is acting Principal. When a designate (TIC) completes ten (10) consecutive days as acting Principal, the payment shall be the Principal's salary grid and shall be retroactive to the first day of service. During the time as designate (TIC), the Teacher will not have any classroom or supervision duties and a supply Teacher will be hired to cover the designate's (TIC) normal teaching duties. This

remuneration is to be paid, upon submission of the appropriate documentation, on the next payday following the end of each term, using a separate cheque.

Effective September 1, 2019	\$58.68
Effective September 1, 2020	\$59.27
Effective September 1, 2021	\$59.86

- 5.2.5 In the event that a Vice-Principal is hired, the position of Teacher in Charge shall be null and void and will no longer be part of this Collective Agreement.
- 5.2.6 A supply Teacher may be requested prior to the absence of the Principal by the Principal or designate (TIC) when the absence of the Principal may result in an undue burden upon the Principal designate (TIC).
- 5.2.7 The position of Principal's designate (TIC) will be voluntary, and the person accepting the position will not be involved in any evaluation or discipline of another member.

Article L49.00 Peer Coaching and Mentoring – KP

Maintain CPDSA Article 17 Position Sharing

- 17.1 Position sharing may be considered by the Board for Teachers, providing the request is received in writing to the Board at least three (3) months prior to the time which the Teacher wishes to enter into the agreement.
 - 17.1.1 "Position Sharing" occurs when a full-time Teacher relinquishes part of their teaching position for a period not exceeding one year or a portion thereof.
 - 17.1.2 "Volunteering Teacher" is a full-time Teacher who, by application made in compliance with the terms of this article, volunteers to be governed for the ensuing school year by an agreement which involves sharing their teaching time with a Teacher, who is hired by the Board to teach in a position which will be determined by the Principal and Board.
 - 17.1.3 "Benefiting Teacher" is a Teacher who is hired by the Board to teach the percentage of time not assigned to the volunteering Teacher.
 - 17.1.4 All parties in the position sharing agreement must fully intend to fulfill the term of the agreement. Any known circumstances which might conflict must be declared before the agreement is signed.
- 17.2 An application made by a volunteering Teacher may be withdrawn at any time prior to the signing of the position sharing agreement.

- 17.3 No volunteering Teacher shall be required to sign a position sharing agreement with the Board unless and until an agreement has been reached between the Teacher and the Board respecting the portion of the teaching assignment to be relinquished.
- 17.4 Position sharing agreements shall be for one (1) school year or less but may be renewed with the mutual consent of the Board and the Teachers involved.
- 17.5 Throughout the terms of a position sharing agreement, in respect of a volunteering Teacher, the following shall apply:
- 17.5.1 Annual salary, allowances and sick days shall be pro-rated according to the portion of the full school year for which the Teacher performs the duties and discharges the responsibilities of the position.
 - 17.5.2 A benefit package will be available to the volunteering Teacher. Premiums will be pro-rated according to the portion of the full school year for which the Teacher performs the duties and discharges the responsibilities of the position and the Teacher's percentage shall be deducted in equal payments each payday.
- 17.6 At the termination of the position sharing agreement, the volunteering Teacher has the right to resume teaching full time in a position as determined by the Principal and the Board.
- 17.7 Throughout the term of the position sharing agreement in respect of the benefiting Teacher, the following shall apply:
- 17.7.1 Annual salary, allowances and sick days shall be pro-rated according to the portion of the full year for which the Teacher performs the duties and discharges the responsibilities of the position.
 - 17.7.2 A benefit package shall be available to the benefiting Teacher. Premiums will be pro-rated according to the portion of the full school year for which the Teacher performs the duties and discharges the responsibilities of the position and the Teacher's percentage shall be deducted in equal payments each payday.
 - 17.7.3 The Teacher shall receive teaching experience credits on the same basis as a part-time Teacher.
 - 17.7.4 It is understood that a benefiting Teacher will have a term contract and the contract and benefits will be null and void at the end of the position sharing agreement.
- 17.8 The approval of a position sharing agreement must have the Ministry's approval for additional funds and the Principal's approval as to the impact on the pupils and the program in the school. The Board shall have the final decision and the granting or rejection of the position sharing agreement shall not be grievable.

Maintain: CPDSA Article 25 Inclement Weather

25.0 When the school is closed by the Board due to inclement weather, there will be no pay deductions or loss of other entitlements under this Collective Agreement.

Maintain: CPDSA Article 31 June Organization

31.1 Each Teacher will be told their tentative teaching placement for the coming year by the end of the school year.

31.2 Administration will endeavour to inform Teachers two weeks prior to school starting if any change in tentative placement occurs.

LETTER OF AGREEMENT
Between
Keewatin-Patricia Elementary Teachers' Local
(hereinafter called the "Local")
And
Keewatin-Patricia District School Board
(hereinafter called the "Employer")

Transfer/Surplus Rights

The parties agree:

1. Article L20.00 Staffing Process in the Keewatin-Patricia District Elementary Teachers Collective Agreement shall be followed as amended.
2. Crolancia Public School shall be considered a single-school attendance area.
3. Keewatin-Patricia elementary Teachers may apply to a new or vacant position at Crolancia Public School but shall not be able to transfer to Crolancia Public School through the provisions of Article L21.06 Transfers of the Keewatin-Patricia District Elementary Teachers Collective Agreement.
4. In the same respect, Teachers who were employed by the Connell & Ponsford District School Area Board may apply to a new or vacant position in the Keewatin-Patricia District School Board, but shall not be able to transfer to Keewatin-Patricia District School Board public schools through the provisions of Article L20.05 Transfers of the Keewatin-Patricia District Elementary Teachers Collective Agreement unless declared surplus. At such time, the provisions of Article L20.07 Release of Surplus Staff shall be followed.
5. When a former Connell & Ponsford District School Area Board Teacher transfers or gains a position in a Keewatin-Patricia District School Board public school, they shall have all the rights and privileges as outlined in the Keewatin-Patricia District Elementary Teachers Collective Agreement and no longer come under the Keewatin-Patricia Connell & Ponsford Collective Agreement.
6. For the purpose of seniority, Teachers of the former Connell & Ponsford District School Area Board shall have their names added to the Keewatin-Patricia elementary Teacher seniority list based on date of hire with the Connell & Ponsford District School Area Board and following the provisions of Article L20.01 2. as amended.

AGREEMENT OF CONTRACT

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board the Bargaining Unit of the Keewatin-Patricia District Elementary Teachers. It is further certified that this agreement was ratified by the Keewatin-Patricia District Elementary Teachers on April 8, 2024, and ratified by the Keewatin-Patricia District School Board on April 9, 2024.

Dated at Dryden, Ontario, this 15 day of August, 2024

FOR THE KEEWATIN-PATRICIA
DISTRICT SCHOOL BOARD

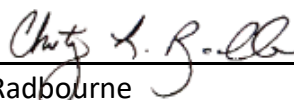
FOR THE KEEWATIN-PATRICIA
ELEMENTARY TEACHERS' FEDERATION



Jasmin Marion
Human Resources Manager, KPDSB



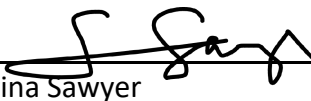
Kim Douglas
Local President, ETFO



Christy Radbourne
Director of Education, KPDSB



Tui-Sem Won
Executive Staff, ETFO



Sabrina Sawyer
Deputy General Secretary, ETFO