

Collective Agreement

Between



**The Keewatin-Patricia District
Elementary Teachers**

And



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

September 1, 2014

To

August 31, 2017

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PART A - CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

- C2.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act*, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:

- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d) i, below.

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

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

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

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

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

Pursuant to b) above, the following will apply:

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

C6.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C6.1 Funding

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

C6.2 Cost Sharing

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

C6.3 Payment in Lieu of Benefits

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

C6.4 Long Term Disability (Employee-Paid Plans)

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.

- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

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

C7.00 SICK LEAVE

Sick Leave/Short Term Leave and Disability Plan

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.

- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per 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 his/her 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 his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked. Each top-up from ninety percent (90%) to one

hundred percent (100%) requires the corresponding fraction of a day available for top-up.

- iii. 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.
- iv. 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%).

e) 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.

f) Administration

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

C8.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C8.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C8.2** The parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C8.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C8.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C9.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

C10.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C10.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The parties agree that a teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating teachers. No teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

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

- a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher or long-term occasional teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.

- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Family Medical Leave or Critically Ill Child Care Leave Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers and long-term occasional teachers who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C11.2 Pregnancy Leave

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

C12.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

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

AND

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

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

Such issues include but are not limited to:

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

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

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

1. The parties and the Crown agree that hiring for long term occasional and permanent positions shall be as set out in Regulation 274 under the Ontario Education Act. Regulation 274 remains in force.
2. The parties agree to meet to further discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.
 - a. The Committee shall address the following issues, including but not limited to:
 - i. the size of the LTO list
 - ii. the number of interview cycles
 - iii. the interview process
3. The parties agree to the following provisions for the term of this collective agreement:
 - a. Following the interview to the LTO List, unsuccessful candidates who make the request shall be debriefed within thirty (30) days of the interview and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.
 - b. The local parties may, if they choose, negotiate a capped roster.

- c. A relocating permanent Teacher who has been employed by a public school board in Ontario may apply to another Board to be placed on the LTO List and shall be granted an interview.
- d. Where an occasional teaching assignment extends beyond the number of LTO threshold days identified in the local collective agreement, the Board may continue the occasional teacher in the assignment if the teacher is qualified and is on the LTO list, unless the local parties have mutually agreed otherwise.
- e. Information Disclosure to the Occasional Teacher Local Unit

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Occasional Teacher Ability to Lock the Classroom Door

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Employment Insurance (E.I.) Rebate

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Special Education Committee

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Trustees, as defined in 2.1.0, shall cooperate with other Trusts and school boards (hereinafter, the "Board") to move all employee groups into the Trust(s) at the same time.

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

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by trustees appointed by the ETFO and trustees appointed by OPSBA and the Crown acting together;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement ("ETFO represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining

agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

- 4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 Upon the Board's participation date:
 - i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily occasional teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
 - ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
 - iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
 - iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.

- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.
- 4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,
 then the in-year deficit in i) would be paid by the Board associated with the deficit.
- 4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
 - i. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for occasional teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
 - ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.
- 4.1.5 The Trust shall determine employee co-pay, if any.
- 4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay

on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.

- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-up Costs

- 4.2.1 The Government of Ontario will provide:

a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.

b) A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

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

(ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
- a) Validation of the sustainability of the respective Plan Design;
 - b) Establishing member contribution or premium requirements, and member deductibles;
 - c) Identifying efficiencies that can be achieved;
 - d) Adopting an Investment Policy; and
 - e) Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b) Fund claims stabilization or other reserves;
 - c) Improve plan design;
 - d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e) Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a) Use of existing claims stabilization funds;
 - b) Increased member share premium;
 - c) Change plan design;
 - d) Cost containment tools;
 - e) Reduced plan eligibility; and
 - f) Cessation of benefits, other than life insurance benefits.
- 5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 5.2.5 The Trust shall provide "trustee liability insurance" for all Trustees.

5.3.0 Accountability

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

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

- 8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new teachers/members within a reasonable amount of time from their acceptance of employment.
- 8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 8.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 8.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

9.0.0 ERRORS and OMISSIONS

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

10.0.0 CLAIMS SUPPORT

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

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008-12 local collective agreements, subject to modifications made during local bargaining in 2013. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Status Quo Central Items Requiring Amendment and Incorporation

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

1. Short Term Paid Leaves

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

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

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

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

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

3. Pregnancy Leave Benefits

Where superior provisions exist, as a result of the meshing of the 2012 MOU with any superior provisions that existed in the 2008-2012 collective agreements, they must be incorporated into the common central provisions in Article 11.2 of Part A of this agreement and the resulting article placed in Part B of this agreement.

4. Salary, Wages and Direct Compensation

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

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

PART B – LOCAL TERMS

L1.00 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.

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 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, 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, sexual orientation, age, marital status, family status, or 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 his/her 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 from 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 her/his 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 Director or designate that a written warning or disciplinary material be removed from his/her 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.
- L7.00 GRIEVANCE AND ARBITRATION PROCEDURE**

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 his/her 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 his/her 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 (½) of the fees and expenses of the single arbitrator, or the fees and expenses of the Parties' respective appointees and one half (½) of the fees and expenses of the Chair of the Arbitration Board.

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 his/her 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 the first school day of the 2014-2015 school year					
Yrs	A	A1	A2	A3	A4
0	\$42,290	\$47,855	\$50,244	\$53,590	\$55,746
1	\$44,568	\$50,469	\$53,162	\$56,756	\$59,186
2	\$46,844	\$53,081	\$56,080	\$59,919	\$62,624
3	\$49,121	\$55,696	\$58,998	\$63,082	\$66,064
4	\$51,398	\$58,308	\$61,912	\$66,249	\$69,503
5	\$53,674	\$60,921	\$64,826	\$69,412	\$72,944
6	\$55,951	\$63,536	\$67,745	\$72,576	\$76,381
7	\$58,228	\$66,150	\$70,661	\$75,740	\$79,821
8	\$60,492	\$68,765	\$73,578	\$78,904	\$83,259
9	\$62,783	\$71,378	\$76,494	\$82,065	\$86,699
10	\$65,058	\$74,408	\$79,429	\$85,413	\$90,202
11	\$67,334	\$77,208	\$82,380	\$89,266	\$94,953
12	\$74,408	\$0	\$0	\$0	\$0
13	\$77,208	\$0	\$0	\$0	\$0
Effective the first day of 2016-2017 school year					
Yrs	A	A1	A2	A3	A4
0	\$42,713	\$48,334	\$50,746	\$54,126	\$56,303
1	\$45,014	\$50,974	\$53,694	\$57,324	\$59,778
2	\$47,312	\$53,612	\$56,641	\$60,518	\$63,250
3	\$49,612	\$56,253	\$59,588	\$63,713	\$66,725
4	\$51,912	\$58,891	\$62,531	\$66,911	\$70,198
5	\$54,211	\$61,530	\$65,474	\$70,106	\$73,673
6	\$56,511	\$64,171	\$68,422	\$73,302	\$77,145
7	\$58,810	\$66,812	\$71,368	\$76,497	\$80,619
8	\$61,097	\$69,453	\$74,314	\$79,693	\$84,092
9	\$63,411	\$72,092	\$77,259	\$82,886	\$87,566
10	\$65,709	\$75,152	\$80,223	\$86,267	\$91,104
11	\$68,007	\$77,980	\$83,204	\$90,159	\$95,903
12	\$75,152	\$0	\$0	\$0	\$0
13	\$77,980	\$0	\$0	\$0	\$0

Effective Day 98 of 2016-2017 school year – (January 27/17)					
Yrs	A	A1	A2	A3	A4
0	\$42,927	\$48,576	\$51,000	\$54,397	\$56,585
1	\$45,239	\$51,229	\$53,962	\$57,611	\$60,077
2	\$47,549	\$53,880	\$56,924	\$60,821	\$63,566
3	\$49,860	\$56,534	\$59,886	\$64,032	\$67,059
4	\$52,172	\$59,185	\$62,844	\$67,246	\$70,549
5	\$54,482	\$61,838	\$65,801	\$70,457	\$74,041
6	\$56,794	\$64,492	\$68,764	\$73,669	\$77,531
7	\$59,104	\$67,146	\$71,725	\$76,879	\$81,022
8	\$61,402	\$69,800	\$74,686	\$80,091	\$84,512
9	\$63,728	\$72,452	\$77,645	\$83,300	\$88,004
10	\$66,038	\$75,528	\$80,624	\$86,698	\$91,560
11	\$68,347	\$78,370	\$83,620	\$90,610	\$96,383
12	\$75,528	\$0	\$0	\$0	\$0
13	\$78,370	\$0	\$0	\$0	\$0

L11.00 SPECIAL ALLOWANCES

L11.01 For the school year 2014-2015, Teachers who hold a post-graduate degree that is not used for category placement shall receive an allowance of \$993.

L12.00 PAYROLL PROCEDURES

L12.01 The parties agree to meet with the Board and other Bargaining units to discuss and recommend a common payroll schedule.

L12.02 Teachers earn salary at the rate of 1/194 of annual salary per day worked if time worked includes a part month.

The annual salary rate of a half-time Teacher shall be one-half of the annual salary rate of a full-time Teacher having the same qualifications and experience.

Payment of salary will be made in twelve (12) equal installments as follows:

September	(first working day)	1 installment
September	(third last working day)	1 installment
October	(" ")	1 installment
November	(" ")	1 installment
December	(" ")	1 installment
January	(" ")	1 installment
February	(" ")	1 installment

March	("	")	1 installment
April	("	")	1 installment
May	("	")	1 installment
June	("	")	<u>2 installments</u> 12 installments

Each installment will represent 1/12th of the annual salary correct to two (2) decimal places.

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

L12.03 Payments will be deposited directly to the individual Teacher's account.

L12.04 On the dates stipulated above, the Board shall issue to each Teacher a statement indicating the Teacher's salary and allowances, if any, and the deductions made therefrom.

L12.05 An Employee Self-Serve Portal will be established and 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

L12.06 Effective in the 2009-2010 school year salary statements/information will be received from the Board in electronic format through "E-Post".

L13.00 BENEFIT PLANS

L13.01 Effective August 31, 2012, the Board's annual contribution shall increase to \$3300.00 per Teacher having a teaching assignment of 0.5 or more as of October 31st for non-statutory benefits (dental plan, extended health care plan and life insurance).

- L13.02 All teachers are eligible to participate in the dental plan, extended health care plan and life insurance plan, subject to the terms of the group insurance plan. Teachers working 0.5 or more shall not be required to pay premiums. Teachers working less than 0.5 shall pay an appropriate pro-rated portion of premiums for participation in the plan. For example, a teacher holding an assignment of 0.3 FTE would pay 20% of the deemed full time premium.
- L13.03 The parties agree that the non-statutory benefit plan will not cost the Board more than the maximums recorded in L13.01. Any savings achieved below this maximum will be placed in a rate stabilization fund to be used to offset any future increases in the cost of benefits.
- L13.04 LTD insurance will be self-paid for all Teachers. The Board agrees to administer the plan on behalf of the Teachers.
- L13.05 Teachers on leaves of absence who continue to pay their own benefits shall pay at a rate to be determined jointly by the Board and the Local
- L13.06 a) Any change to carriers and/or plan design will be agreed to by the Parties.
- b) The Board agrees to provide quarterly reports detailing Board and Teacher contributions and plan costs.
- c) A copy of the master policy or policies of the insured benefit plans shall be given to the Local.
- L13.07 The Board shall provide an information brochure outlining the insured benefit plan(s) on the Board's website.

L14.00 SICK LEAVE (See Part A C7 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 his or her 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 Union shall be present at all Return To Work meetings.

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.
2. Amount of Benefit

The amount of benefit will be calculated using the following formula:

$$\frac{\text{Years of service with the Board (From 10 to 25 years)}}{25} \times \frac{\text{Unused sick leave credit (Maximum of 150 days)}}{150} \times \frac{\text{final annualized salary}}{2}$$

3. Effective Date

The retirement benefit shall become payable on one of the following dates:

- a) if a Teacher is retiring as of August 31st, the benefit is payable as of September 1st of the same calendar year
- b) if a Teacher is retiring as of December 31st, the benefit is payable as of January 1st of the same school year

4. Method of Payment

- a) The retirement benefit is to be paid in full within one year after the effective date, or as may be mutually agreed by the retiring Teacher and the Board.
- b) In the event of the death of an eligible retiring Teacher, after giving notice of retirement but before receiving the retirement benefit, the retirement benefit shall be paid to the retiring Teacher's estate within one year after the death.

5. Years of Service

For the purposes of retirement benefit calculations, years of service shall only include time under contract with the Keewatin-Patricia District School Board, or its predecessor Boards, subject to exclusions contained elsewhere in this agreement. Partial years of service shall be converted to the full-time equivalent number of years based on ten (10) months being equal to one (1) year. Part-time teaching service will be converted to full-time equivalent teaching service on a prorata basis.

L16.00 LEAVES OF ABSENCE

L16.01 i) Compassionate Leave

The Director of Education, or designate may grant up to three consecutive working days with pay for compassionate reasons in the event of serious illness or injury of a member of the Teacher's immediate family. Extension to the length or application of compassionate leave is at the discretion of the Director of Education, or designate.

For the purposes of compassionate leave, immediate family shall be as defined in Article L16.01 ii) Bereavement Leave.

One (1) additional day of compassionate leave may be granted by the Principal or designate for the purpose of attending the funeral of a close friend or a family member not covered by the bereavement clause.

ii) Bereavement Leave

The Director of Education, or designate shall grant up to five working days with pay for bereavement in the event of the death of a spouse, a child, a parent/guardian, a sibling, a spouse of a sibling, a grandchild, a grandparent, or a parent of a spouse.

Spouse is defined to include same sex partner and common law relationships.

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

iii) Short Term

If in the opinion of the Director of Education, or designate, an unusual circumstance exists, the Director or designate may grant a short term leave of absence.

Short term leave of absence is defined as a leave of absence of five working days or less.

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

The Director may, at his/her 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 Director of Education, or designate.

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 his/her 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 dependant 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 four (4) days per teacher per year to care for dependent children who are ill.

xi) Personal Leave

- a) A Teacher shall be entitled to one (1) personal leave day per year.
- 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 such a day at occasional Teacher rates.

L16.02 SPECIAL ASSIGNMENT POSITIONS OUTSIDE OF THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD

- 1. Wherever possible Secondment opportunities which are made possible through the School Board shall be advertised by the Board by means of Apply to Educate and all teachers shall have a reasonable opportunity to apply.
- 2. The secondment of a teacher to a First Nations School Board or other Special Assignment position outside of the Keewatin Patricia District School Board, made possible through the School Board requires the approval of the teacher, the Board, the outside organization and the Union. While on such an approved secondment, the teacher shall continue to be an employee of the Board. Furthermore, the teacher shall be employed under the terms and conditions of the collective agreement to the extent possible, shall be entitled to all rights, benefits and privileges under the agreement to the extent possible and will continue to receive full pension credits. Unless agreed upon otherwise between the Union and the Board, the Board shall bill the outside organization for the full employment cost of the teacher. The Union or teacher shall be entitled to file a grievance under this agreement in the event there is a violation of rights under this agreement by the outside agency or the Board. The Board shall ensure the teacher continues to be covered by WSIB.
- 3. The Board will continue to remit union dues on behalf of the teacher to the Union during the duration of the secondment as per article L 43.
- 4. The Board, Union, outside agency and Teacher shall enter into an agreement as set out in the attached Memorandum of Agreement RE: Teachers Assigned to Special Assignment Positions Outside of the Keewatin Patricia District School Board.

5. The parties, including the Board, the Agency, the Teacher and the Union shall meet in good faith prior to entering into a secondment agreement with a specific teacher, to determine the extent to which any of the provisions of the Collective Agreement may not apply. In the event of a dispute between the parties the Board or the Union may refer the matter for resolution through arbitration under the terms of the collective agreement.
6. In the event the secondment agreement is terminated during a school term, the teacher shall continue to receive all salary and benefits and shall be reinstated to their former position or a comparable position at their former school, unless a Board of Arbitration determines the School Board had just cause to suspend or terminate the teacher.
7. 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.
8. A secondment shall be applied for on an annual basis and shall normally not exceed 3 years unless mutually agreed upon by the parties.

L16.02 Other Secondments

1. Wherever possible Secondment opportunities which are made possible through the School Board shall be advertised by the Board by means of Apply to Educate and all teachers shall have a reasonable opportunity to apply.
2. Secondment of a teacher to another employer or agency requires the approval of the teacher, the Board, the outside organization and the Union. While on such an approved secondment, the teacher shall continue to be an employee of the Board. Furthermore, the teacher shall be entitled to salary, *benefits and allowances* under the terms and conditions of the collective agreement and will continue to receive full pension credits. Unless agreed upon otherwise between the Union and the Board, the Board will bill the outside organization for the full employment cost of the teacher. The Union or teacher will be entitled to file a grievance under this agreement in the event there is a violation of rights under this agreement. The Board shall where possible ensure the teacher continues to be covered by WSIB.
3. The Board will continue to remit union dues on behalf of the teacher to the Union during the duration of the secondment as per article per article L 43.
4. 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.

5. A secondment shall be applied for on an annual basis and shall normally not exceed 3 years 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 20.00 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 up to a total of seventy-five (75) days per school year, providing replacement is available. The Local shall reimburse the Board at the occasional Teacher rate for the member's release.

The Parties, by mutual agreement, may exceed the seventy-five (75) day maximum where special circumstances exist. Such exceptions will be 1/194th of salary of the Teacher on leave.

iii) Professional Development – Union Sponsored

The Director of Education, or designate, 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

Notwithstanding L17.00 ii), the Board shall grant release to the Union's Collective Bargaining Committee for the preparation and negotiations of a new collective agreement. The Union shall reimburse the Board at the occasional Teacher rate for the members' release.

- vi) Benefits shall continue during the period of leave granted under the terms of this article.

L18.00 PREGNANCY/PARENTAL LEAVES (See Part A C11.2 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 Director or designate through the office of the Human Resources Manager. 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 his/her individual scheme or written explanation of the reasons for the rejection of his/her 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 his/her 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 his/her 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 his/her 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 Director of Education or designate 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 Director of Education or designate and President of the Local within fifteen (15) days of the posting of the list. Following the fifteen (15) day period previously noted, the Director of Education or designate 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.
- b) The Elementary Teacher Staffing Committee will receive the following information:
 - 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).

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.

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 Director of Education or designate, on or before March 31st for it to have affect 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 Director of Education, or designate, on or before March 31st. Approval of requests is entirely at the discretion of the Director of Education or designate in consultation with the principal. Approval of requests to go part-time from full-time will be for the next school year only, subject to annual review and re-approval.

L20.06 Transfers

- a) Teachers may be transferred between schools within an attendance area at the discretion of the principal subject to the approval of the Director of Education, or designate. It is agreed and understood that to maintain school teaching and learning culture, such transfers will be kept to a minimum.
 - 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 October 31st.
- b) Teachers may request in writing to the Director of Education or designate to be transferred between schools within the system. Transfers will be at the discretion of the principal subject to the approval of the Director of Education, or designate. It is agreed and understood that if an open position exists, the Teacher shall be granted the transfer.
- 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 she/he was declared surplus up to October 31st, should a position become vacant or be created.

L20.07 Surplus Procedure

- a) Once the staff allocation has been assigned to each attendance area, and Teacher transfers have been considered, the principals, subject to the approval of the Director of Education, or designate, will assign Teachers to schools in the attendance area.

- b) If at this point, however, the principals are unable to staff to cover the programs established, the principals 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 this 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, the 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).

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.

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 October 31st, will be filled through either:
 - i) a transfer of a Teacher back who has, as part of the process, been assigned to another attendance area
 - 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 October 31st, 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.

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 his or her 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 his/her 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, the Board shall email a notice of the posting 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 a representative of the Union present. 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 Director of Education, or designate, by October 31st, and April 30th respectively. In order for a teacher to receive pension payments in July and August in the year he/she retires, 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 his/her 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) (see Part A Letter of Agreement #8)

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.

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, s/he 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 his/her 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 The Parties to this agreement agree to adhere to all Ministry of Education and Training directives with respect to staffing.

L38.02 The average class size for 2008-09 is 22.5. In accordance with the PDT, the Board will reduce the Grade 4-8 average class size as follows:

2009-10: by 0.1 over their 2008-09 Grade 4-8 average class size: 22.4

2010-11: by 0.2 over their 2008-09 Grade 4-8 average class size: 22.3

2011-12: by 0.3 over their 2008-09 Grade 4-8 average class size: 22.2

Aug 31, 2012: by 0.5 over their 2008-09 Grade 4-8 average class size: 22.0

Staffing information shall be provided by the Board to the President of the Local on an annual basis that will confirm the class size reductions 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

Each member of the Local shall be provided with a copy of this collective agreement, at Board expense, within thirty (30) days of the signing of the agreement. Each applicant, when accepted for employment, shall be provided with a copy of this collective agreement at Board expense.

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, SIN, and dues deducted. Upon the request of the Union, at the beginning of each school year the Board shall provide the annual salary rate.

The Union shall indemnify and hold the Board harmless from any claims, suits, attachments, and from any liability as a result of such deductions authorized by the Union.

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 her 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 his/her 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 2014/2015 school year	-	\$1623
Effective the first day of the 2016/2017 school year	-	\$1639
Effective day 98 of the 2016/2017 school year (January 27/17)	-	\$1647
- 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 2014/2015 school year	-	\$43.00/day
Effective the first day of the 2016/2017 school year	-	\$43.43/day
Effective day 98 of the 2016-2017 school year (January 27/17)	-	\$43.65/day

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 his/her 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 his/her 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.

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

Workplace Violence

In consultation with the Local, the Board shall establish a comprehensive workplace violence prevention program that includes:

- Methods for monitoring and identifying potential threats of violence related to workplace practices or conditions which may lead to or encourage violence or threats of violence;
- Procedures and practices which will prevent the risk of violence related to the workplace;
- Procedures and practices for dealing with and responding to violent incidents or threats of violence;
- The provision of support to teachers who have been adversely affected by acts or threats of violence including providing legal counsel, trauma counseling and other kinds of support; and
- The implementation of a system for reporting incidents of violence and threats of violence.

Such workplace violence prevention program shall be part of the Board's health and safety policy and copies shall be provided to the Local and to each teacher and shall be posted in all worksites.

Dated at Dryden, Ontario this 8TH day of September, 2009

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

Re: Benefit Enhancements

The parties agree that the following benefit enhancements shall occur effective September 1, 2009.

1. Vision Care shall be increased from \$300 to \$400 in any two calendar years.
2. Hearing Aids shall be increased from \$500 to \$1,000 for every period of 36 months.
3. Paramedical shall be increased as follows:
 - a. Physiotherapist – unlimited
 - b. Chiropractor - \$35 per visit to a maximum of \$400
 - c. Others - \$35 per visit to a maximum of \$400
4. Major Dental – 75% coinsurance
5. Orthodontic – 75% coinsurance

Dated at Dryden, Ontario this 8TH day of September, 2009

LETTER OF UNDERSTANDING

Between

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

And

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

Re: Implementation of the Grades 7 and 8 Student Success Teachers
and Literacy & Numeracy Coaches under the PDT

In accordance with the PDT, "The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows: 0.32 teacher per 1,000 grade 4 to 8 pupil."

Subject to the conditions set out above, the Board will allocate the additional funded teaching positions for the 2012-13 school year and provide staffing information to the Local to confirm the deployment of elementary Literacy and Numeracy Coaches and Student Success Teachers at the Grades 7 and 8 level.

Dated at Dryden, Ontario this 8TH day of September, 2009

**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 the Upsala 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 the first school day of the 2014-2015 school year					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$43,369	\$46,233	\$48,517	\$52,198	\$56,489
1	\$45,580	\$49,009	\$51,465	\$55,410	\$59,955
2	\$47,791	\$51,784	\$54,410	\$58,622	\$63,427
3	\$50,003	\$54,563	\$57,360	\$61,827	\$66,897
4	\$52,213	\$57,337	\$60,308	\$65,038	\$70,361
5	\$54,426	\$60,114	\$63,253	\$68,248	\$73,829
6	\$56,640	\$62,893	\$66,200	\$71,456	\$77,299
7	\$58,849	\$65,668	\$69,145	\$74,664	\$80,765
8	\$61,064	\$68,442	\$72,095	\$77,876	\$84,238
9	\$63,274	\$71,220	\$75,039	\$81,085	\$87,706
10	\$65,477	\$73,996	\$77,989	\$84,294	\$91,171
11	\$67,697	\$0	\$0	\$87,503	\$94,638
12	\$69,544	\$0	\$0	\$0	\$0
13	\$73,996	\$0	\$0	\$0	\$0
Effective the first day of the 2016-2017 school year					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$43,803	\$46,695	\$49,002	\$52,720	\$57,054
1	\$46,036	\$49,499	\$51,980	\$55,964	\$60,555
2	\$48,269	\$52,302	\$54,954	\$59,208	\$64,061
3	\$50,503	\$55,109	\$57,934	\$62,445	\$67,566
4	\$52,735	\$57,910	\$60,911	\$65,688	\$71,065
5	\$54,970	\$60,715	\$63,886	\$68,930	\$74,567
6	\$57,206	\$63,522	\$66,862	\$72,171	\$78,072
7	\$59,437	\$66,325	\$69,836	\$75,411	\$81,573
8	\$61,675	\$69,126	\$72,816	\$78,655	\$85,080
9	\$63,907	\$71,932	\$75,789	\$81,896	\$88,583
10	\$66,132	\$74,736	\$78,769	\$85,137	\$92,083
11	\$68,374	\$0	\$0	\$88,378	\$95,584
12	\$70,239	\$0	\$0	\$0	\$0
13	\$74,736	\$0	\$0	\$0	\$0
Effective Day 98 of the 2016-2017 school year - (January 27, 2017)					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$44,022	\$46,928	\$49,247	\$52,984	\$57,339
1	\$46,266	\$49,746	\$52,240	\$56,244	\$60,858
2	\$48,510	\$52,564	\$55,229	\$59,504	\$64,381
3	\$50,756	\$55,385	\$58,224	\$62,757	\$67,904
4	\$52,999	\$58,200	\$61,216	\$66,016	\$71,420
5	\$55,245	\$61,019	\$64,205	\$69,275	\$74,940
6	\$57,492	\$63,840	\$67,196	\$72,532	\$78,462
7	\$59,734	\$66,657	\$70,185	\$75,788	\$81,981
8	\$61,983	\$69,472	\$73,180	\$79,048	\$85,505
9	\$64,227	\$72,292	\$76,168	\$82,305	\$89,026
10	\$66,463	\$75,110	\$79,163	\$85,563	\$92,543
11	\$68,716	\$0	\$0	\$88,820	\$96,062
12	\$70,590	\$0	\$0	\$0	\$0
13	\$75,110	\$0	\$0	\$0	\$0

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:

As of September 1, 2008 the Board agrees to pay an additional salary of two thousand, five hundred fifty dollars (\$2,550.00) for the school year, to teachers who are employed full time by the Board. This amount will be pro-rated for less than full time employment. The money will be paid in three installments, in a separate cheque as follows:

Effective the first day of the 2014/2015 school year the Board agrees to pay an additional salary of \$2759.00. (Installments of \$1103.60, \$1103.60, \$551.80)

Effective the first day of the 2016/2017 school year the Board agrees to pay an additional salary of \$2787.00. (Installments of \$1114.80, \$1114.80, \$557.40)

Effective the 98th day of the 2016/2017 school year (January 27, 2017) the Board agrees to pay an additional salary of \$2801.00. (Installments of \$1120.40, \$1120.40, \$560.20)

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 he/she were to continue in his/her 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.

2010 - 2011 \$525

2011 - 2012 \$541

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) minute 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 of fifty dollars (\$50.00) per day 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 the first day of the 2014/2015 school year the remuneration shall be \$55.00

Effective the first day of the 2016/2017 school year the remuneration shall be \$55.55

Effective day 98 of the 2016/2017 school year (January 27, 2017) the remuneration shall be \$55.83

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 his/her 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 his/her 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 his/her 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, he/she 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.

**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 Savant Lake Public School as at September 1, 2009, which formed part of the Northern 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 forgoing, where the collective agreement between the Northern 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 the ~~Upsala~~ Northern 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 forgoing, the following provisions in the Northern 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 teachers to which the following shall apply: Irene Belmore

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

L5.01 Management Rights

L5.02 Reasonable Exercise of Rights

L5.03 No Penalty

L5.04 No Discrimination

L5.05 Teacher Performance Appraisal

Article L6.00 Personnel Files – KP plus

Additon of:

25.12 Disciplinary material shall be removed from a Teacher's personnel file after two years and given to the teacher or destroyed except where required by law. Material pertaining to physical or sexual abuse of students shall not be removed from a teacher's file.

25.14 The Board shall keep any medical information in a separate file which shall be held in a secure manner and which shall be accessible only to the appropriate health care professionals and the teacher.

Article L7.00 Grievance And Arbitration Procedure – KP

Definitions and general procedure:

L7.01 Step 1 – Informal Procedure

L7.02 Step 2 – Director of Education

L7.03 Arbitration

L7.04 Discharge Grievance

L7.05 Policy Grievance

L7.06 Grievance Mediation

L7.07 Attendance at Grievance Meetings

Article L8.00 Category Definitions – KP

Article L9.00 Allowance For Teacher Experience

Addition of:

Teachers of the former Northern 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

Addition of:

9.02 (c) Teaching experience for less than a full-time assignment and/or less than a full school year including long-term occasional teaching experience shall be recognized as follows:

- (i) less than 0.5 assignment or less than one half school year: one-half year credit.
- (ii) 0.5 assignment or more, or half school year or more: one (1) full year credit.

(d) Casual (daily) occasional teaching experience shall be recognized such that twenty (20) days of accumulated experience shall equal one-tenth of a year of credit.

(e) Teaching experience as a continuing education teacher shall be recognized such that each five (5) hours of a continuing education assignment shall be equivalent to one (1) day's full-time teaching.

9.03 Related Experience

Related experience shall be recognized for purposes of placement on the salary grid. Such experience shall include, but is not limited to, teaching in other institutions such as universities, community colleges, adult basic education programs, etc.; trade and/or technical experience; and work in the area of early childhood education.

Article 11.00 Salary – replace with...

NDSA Article 10 Salary Grid

10.01 The basic annual salary paid to Teachers under this Collective Agreement shall be in accordance with the Collective Agreement in effect between the Lakehead District School Board and its elementary teachers.

The Board shall do a calculation for each teacher based on pay received from KPDSB to date of signature of this memorandum and make the appropriate salary adjustment required to bring the teachers to this payment format.

Effective the first school day of the 2014-2015 school year					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$43,369	\$46,233	\$48,517	\$52,198	\$56,489
1	\$45,580	\$49,009	\$51,465	\$55,410	\$59,955
2	\$47,791	\$51,784	\$54,410	\$58,622	\$63,427
3	\$50,003	\$54,563	\$57,360	\$61,827	\$66,897
4	\$52,213	\$57,337	\$60,308	\$65,038	\$70,361
5	\$54,426	\$60,114	\$63,253	\$68,248	\$73,829
6	\$56,640	\$62,893	\$66,200	\$71,456	\$77,299
7	\$58,849	\$65,668	\$69,145	\$74,664	\$80,765
8	\$61,064	\$68,442	\$72,095	\$77,876	\$84,238
9	\$63,274	\$71,220	\$75,039	\$81,085	\$87,706
10	\$65,477	\$73,996	\$77,989	\$84,294	\$91,171
11	\$67,697	\$0	\$0	\$87,503	\$94,638
12	\$69,544	\$0	\$0	\$0	\$0
13	\$73,996	\$0	\$0	\$0	\$0
Effective the first day of the 2016-2017 school year					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$43,803	\$46,695	\$49,002	\$52,720	\$57,054
1	\$46,036	\$49,499	\$51,980	\$55,964	\$60,555
2	\$48,269	\$52,302	\$54,954	\$59,208	\$64,061
3	\$50,503	\$55,109	\$57,934	\$62,445	\$67,566
4	\$52,735	\$57,910	\$60,911	\$65,688	\$71,065
5	\$54,970	\$60,715	\$63,886	\$68,930	\$74,567
6	\$57,206	\$63,522	\$66,862	\$72,171	\$78,072
7	\$59,437	\$66,325	\$69,836	\$75,411	\$81,573
8	\$61,675	\$69,126	\$72,816	\$78,655	\$85,080
9	\$63,907	\$71,932	\$75,789	\$81,896	\$88,583
10	\$66,132	\$74,736	\$78,769	\$85,137	\$92,083
11	\$68,374	\$0	\$0	\$88,378	\$95,584
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11	\$68,716	\$0	\$0	\$88,820	\$96,062
12	\$70,590	\$0	\$0	\$0	\$0
13	\$75,110	\$0	\$0	\$0	\$0

NDSA ARTICLE 11 Allowances

Exception: Article 11 Allowances (Northern District School Authority) will apply as of September 1, 2009 and going forward to all former employees of the Northern District School Authority.

Responsibility Allowances – see Schedule “A”

SCHEDULE ‘A: RESPONSIBILITY ALLOWANCE

POSITION	2014/2015	2016/2017	Day 98 2016/2017 Jan.27/17
Teacher in Charge (Savant Lake)	611.00	617.00	620.00

- NOTE:
- a) Responsibility Allowance is only paid to the person charged with that responsibility while that person is carrying out that function on an on-going basis, this clause is to prevent dual payment during Long Term leaves of absence for whatever cause either approved or not approved.
 - b) Should the circumstances require the teacher in charge to perform the duties of the principal for more than ten consecutive days, the Board and Union agree to negotiate a revised responsibility allowance.
 - c) Positions of responsibility will be annual appointments, with an option to renew.
 - d) The decision to take a position of responsibility shall be voluntary.

11.01 Post Graduate Allowances

The following allowances shall be paid for post-graduate degrees, from recognized universities, and not used for placement under QECO.

DEGREE	01-SEPT-08	01-SEPT-09	01-SEPT-10	01-SEPT-14
One Master Degree	960.00	979.00	1008.00	1039.00
One Doctorate (not Honourary)	1439.00	1468.00	1512.00	1557.00

- 11.02 An allowance will be paid for specialist certificates (not used to establish QECO rating) as follows for each to a maximum of two (2) per individual.

	01-SEPT-08	01-SEPT-09	01-SEPT-10	01-SEPT-14
Specialist	593.00	604.00	623.00	641.00

Application for this allowance shall be submitted to the Board by the Teacher upon receipt of each certificate. The allowance shall be paid each ensuing school year without the teacher reapplying.

- 11.03 An allowance will be paid for the successful completion of courses which are relevant to Native Culture. In order to qualify a course as eligible for the purposes of this Article, prior approval from the Supervisory Officer shall be required. This allowance, which shall be paid for courses which are completed on an annual basis, shall be as follows, per course to a maximum of two courses per Teacher per year.

	01-SEPT-08	01-SEPT-09	01-SEPT-10	01-SEPT-14
Native Culture	593.00	604.00	623.00	641.00

11.04 Incentive Pay

Long term incentive pay will be paid as per the following schedule and shall be determined by the total number of years teaching experience with the Northern District School Area Board and its predecessors. Except for a new employee, at the discretion of the Teacher, this incentive pay will be paid as follows:

- i) using 12 equal installments or
- ii) paid as a lump sum deposited into a Registered Retirement Saving Plan (RRSP) of his/her choice. Such lump sum payment will be paid by January 31st of the school year.
- iii) Part-time teachers will be pro-rated.

**INCENTIVE PAY SCHEDULE BASED ON CONTINUOUS YEARS SERVICE WITH THE NORTHERN
DSA BOARD**

YEARS WITH THE NDSAB	01-SEPT-08	01-SEPT-09	01-SEPT-10	2014/2015
0	1355.00	1382.00	1423.00	1466.00
1	1580.00	1612.00	1660.00	1710.00
2	2032.00	2072.00	2135.00	2199.00
3	2709.00	2763.00	2846.00	2932.00
4	3386.00	3454.00	3558.00	3665.00
5	4063.00	4144.00	4268.00	4396.00
6	4334.00	4421.00	4553.00	4690.00
7	4470.00	4559.00	4696.00	4837.00
8	4605.00	4697.00	4838.00	4983.00
9	4740.00	4835.00	4980.00	5129.00
10	5305.00	5411.00	5573.00	5741.00
15	5869.00	5986.00	6166.00	6351.00
20	6433.00	6562.00	6759.00	6961.00

Article L12.00 Payroll Procedures – KP

Article L13.00 Benefits – KP – with the addition of the following:

14.08 Notwithstanding L13.01 and L13.02 of the Keewatin-Patricia District Elementary Teachers agreement, the Board, on behalf of all teacher(s) of the former Northern District School Authority, at Savant Lake School, regardless of FTE, will contribute for non-statutory benefits:

For the 2009 – 2010 school year an amount of \$2834.07.

For the 2010 - 2011 school year an amount of \$3024.81.

For the 2011 - 2012 school year an amount of \$3115.56.

Effective August 31, 2012 school year an amount of \$3300.00.

14.09 Where benefit coverage under the Northern District School Authority'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 Northern District School Authority's benefit plans will not be subsidized by the Keewatin-Patricia Elementary Teachers benefit plan funds.

14.10 Notwithstanding L13.04 of the Keewatin-Patricia District Elementary Teachers agreement, all teacher(s) of the former Northern District School Authority, at Savant Lake School, have the option to participate in the LTD insurance plan administered by the Board on behalf of the Teachers.

13.05 A teacher who is declared redundant may continue to participate in one or more of the benefit plans to the extent that the plans permit, until the right to recall expires, provided the teacher pays the total cost of such plans in advance.

Article L14.00 Sick Leave

Addition of:

14.02 A teacher who previously has been employed by this Board, a predecessor Board, another Board, or a municipality or local Board as defined in the Municipal Affairs Act, which operated or operates a cumulative sick leave plan, shall be credited with all sick leave credits accumulated therein whether or not there has been any intervening period of unemployment or non-teaching or teaching employment.

14.05 Leaves of absence for less than one full school year in duration shall not affect the crediting and accumulation of days of sick leave.

Article L15.00 Retirement Benefit

NDSB Article 15.01

Upon retirement from the Board, as hereinafter described, the Board will pay an amount as a sick leave/retirement gratuity payment for both full-time and part-time teachers with 10 or more years of continuous service with the Board, who permanently leave the teaching profession or pass away, to an amount determined by multiplying one-half of the unused sick leave days accumulated to the date of separation or death by the average daily salary of the teacher, (calculated using 194 days per year) based on his/her three best years of continuous earnings, with the total gratuity not to exceed one-half of the teacher's current annual salary.

Article L16.00 Leaves Of Absence

NDSB 16.01 Leaves of Absence, without loss of salary, sick leave credits, seniority, teaching experience or benefits.

a) Attendance at Court or Tribunal

A teacher shall be granted a leave of absence from duty with pay by reason of a summons to serve as a juror, or a subpoena as a witness in an proceedings to which she or he is not a party or one of the persons charged, provided that the teacher pays to the Board a fee, exclusive of travelling allowances and living expenses that she or he receives as a juror or witness.

b) 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 her/his duties.

c) Bereavement and Compassion Leaves

The Board will grant upon notification to the Principal leave for each of the following reasons:

- i) 5 days Bereavement Leave on each occasion in the event of a death in the immediate family
- i) 1 day Bereavement Leave on each occasion to attend the funeral of an aunt, uncle, niece, nephew, or a close friend.
- iii) 3 days Compassionate Leave on each occasion in the event of a serious illness or injury to an immediate family member.
- iv) For the purposes of this Article, immediate family means one of spouse, common law spouse, children, parents, step-children, step-parents, parents of spouse, brothers, sisters, brothers-in-law, sisters-in-law, grandchildren, grandparents, grandparents of spouse, sons-in-law, or daughters-in-law.

d) Personal Leave

The Board will grant, upon notification to the Principal up to 3 days in a school year for personal leave. Teachers working less than full-time will have their personal leave days prorated in accordance with the amount of time worked.

- i) The leave shall be granted by the Principal at mutually agreeable times.
- ii) No more than two teachers from a school may be away on personal leave days at any one time.
- iii) Personal leave days are not cumulative from school year to school year.

- iv) Personal leave will not be taken during the first two days or the last two days of a school year, the two days immediately before or the two days immediately after Christmas Break or Spring Break, or the first two days or the last two days of a Teacher's employment with the Board.

L16:01 iii) Short Term – KP

L16.01 iv) Extended – KP

L16.01 v) Long Term – KP

L16.01 x) Inclement Weather – KP

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 plus

L20.01 Definitions

- 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 Northern District School Authority, and when this is equal;

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:

17.01 Course Reimbursement

- a) The Board will pay tuition fees and other approved expenses, on submission of receipts and after receipt of confirmation of successful completion of courses approved by the Supervisory Officer up to a maximum of \$500.00 per school year.

17.01 d) Application Procedures

A Letter of Application should be submitted to the Supervisory Officer, preferably prior to the course commencement. The Supervisory Officer will respond in writing.

17.02 Reimbursement for travel costs will be in accordance with Board Policy 602 “Travel Meeting and Hospitality Expenses”.

Article L32.00 School Staffing and Workload Committee – KP

Article L33.00 Scheduled School Year – KP

Article L34.00 Working Conditions – KP

L34.01 Extra Curricular Activities

L34.02 Lunch Hour

L34.03 Lunch Hour Supervision

L34.04 Staffing Process – KP

Article L35.00 Preparation Time – KP plus

Addition of:

24.02 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

Addition of:

- 24.06 Each teacher, covered under this agreement will be provided one half day, free of teaching or supervisory duties per reporting term, to allow for the completion of the report card. This time shall be allocated within the students' instructional day and shall be in addition to regular preparation time. Occasional teacher coverage shall be provided.

The Board shall ensure that sufficient technical support is available to assist teachers in the preparation of report cards. No teacher shall be responsible for maintaining board equipment used in the production of report cards.

Article L38.00 Staffing and Class Size – KP plus

The Grade 4 – 8 Average Class Size Organization for Savant Lake School shall not exceed 13 pupils at the time of the fall class size re-organization commencing in the 2009-10 school year. This number shall be reduced to 12 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

Addition of:

- 25.15 The Board will request the least intrusive Criminal Record Check which will meet the requirements of the Collection of Personal Information Ontario Regulation made under the Education Act, Regulation 521/01 and Ministry Direction if any.

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 Staff Meetings – KP

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

Article L48.00 Teacher In Charge –
NDSA Article 23:00

23.01 The teacher in charge shall assume the duties of the principal, in the absence of the principal.

23.02 A teacher in charge will not be required to

- Evaluate or discipline members
- Suspend or expel students

In the event that both the Principal and teacher in charge are absent from the school, the teacher assuming the position will be paid a per diem rate of \$50.00 (Effective 2014/2015) in addition to their normal salary and benefits as outlined in the collective agreement.

Effective the 2016/2017 school year	-	\$50.50
Effective day 98 of the 2016/2017 School year (January 27, 2017)	-	\$50.75

Article L49.00 Peer Coaching and Mentoring – KP

LETTER OF AGREEMENT
Between
Keewatin-Patricia Elementary Teachers' Local
(hereinafter called the "Local")
Savant Lake Teacher
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. Savant Lake Public School shall be considered a single-school attendance area.
3. Keewatin-Patricia elementary teachers may apply to a new or vacant position at Savant Lake Public School but shall not be able to transfer to Savant Lake Public School through the provisions of Article L20.07 Transfers of the Keewatin-Patricia District Elementary Teachers Collective Agreement if it causes a teacher of the former Northern District School Area Board to become redundant.
4. In the same respect, a teacher who was employed by the Northern District School Area Board, Savant Lake Public School, 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 L20.07 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 Northern District School Area Board – Savant Lake Public School teacher transfers or gains a position in a Keewatin-Patricia District School Board public school, he/she 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 Savant Lake Collective Agreement.
6. For the purpose of seniority, teachers of the former Northern District School Area Board – Savant Lake Public School shall have their names added to the Keewatin-Patricia elementary teacher seniority list based on date of hire with the Northern District School Area Board and following the provisions of Article L20.01 2.as amended.

**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 Upsala Public School as of September 1, 2009, which formed the Upsala 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 Upsala 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 the Upsala 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 Upsala 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:

Shirley Niemi

Charlene Breukelman

Article L1.00 Definitions – KP – plus

Upsala Article 0 – Recognition

0.03 The Board recognizes the right of the Branch Affiliate to be represented by the Union or any other duly authorized adviser, agent, counsel, solicitor, or representatives to assist, advise, or represent the Branch Affiliate in all matters pertaining to the negotiation and administration of this Collective Agreement.

0.04 Except where otherwise stated the terms employed herein shall have the same meaning as defined by or used in the Education Act and its Regulations and amendments thereto and the terms employed herein shall have the same meaning as defined by or used in the Education Act and its Regulations and amendments thereto and the Ontario Labour Relations Act and its regulations and amendments thereto and any successor statutes.

Upsala Article 1 – Implementation

1.02 The terms and conditions of this agreement will be in effect for the duration of any school year that begins prior to September 1 of the school year as agreed to by the parties to this Agreement.

1.03 This agreement shall supersede all previous agreements and shall be applicable to all Teachers employed by the Board.

Article L2.00 Amendments – KP

Article L3.00 Scope and Recognition – KP

Article L4.00 Purpose – KP

Article L5.00 Rights and Responsibilities – KP

L5.01 Management Rights

L5.02 Reasonable Exercise of Rights

L5.03 No Penalty

- L5.04 No Discrimination
- L5.05 Teacher Performance Appraisal

Article L6.00 Personnel Files – KP

Article L7.00 Grievance And Arbitration Procedure – KP

Definitions and general procedure:

- L8.01 Step 1 – Informal Procedure
- L8.02 Step 2 – Director of Education
- L8.03 Arbitration.
- L8.04 Discharge Grievance
- L8.05 Policy Grievance
- L8.06 Grievance Mediation
- L8.07 Attendance at Grievance Meetings

Article L8.00 Category Definitions – KP

Article L9.00 Allowance For Teacher Experience

Addition of:

Teachers of the former Upsala District School Authority Board 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 –as per Upsala DSAB Article 2 Salaries

Article 2 Salaries

- 2.01 The basic salary for Teachers shall be the Lakehead Board of Education grid (with respect to qualifications and experience).

Effective the first school day of the 2014-2015 school year					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$43,369	\$46,233	\$48,517	\$52,198	\$56,489
1	\$45,580	\$49,009	\$51,465	\$55,410	\$59,955
2	\$47,791	\$51,784	\$54,410	\$58,622	\$63,427
3	\$50,003	\$54,563	\$57,360	\$61,827	\$66,897
4	\$52,213	\$57,337	\$60,308	\$65,038	\$70,361
5	\$54,426	\$60,114	\$63,253	\$68,248	\$73,829
6	\$56,640	\$62,893	\$66,200	\$71,456	\$77,299
7	\$58,849	\$65,668	\$69,145	\$74,664	\$80,765
8	\$61,064	\$68,442	\$72,095	\$77,876	\$84,238
9	\$63,274	\$71,220	\$75,039	\$81,085	\$87,706
10	\$65,477	\$73,996	\$77,989	\$84,294	\$91,171
11	\$67,697	\$0	\$0	\$87,503	\$94,638
12	\$69,544	\$0	\$0	\$0	\$0
13	\$73,996	\$0	\$0	\$0	\$0
Effective the first day of the 2016-2017 school year					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$43,803	\$46,695	\$49,002	\$52,720	\$57,054
1	\$46,036	\$49,499	\$51,980	\$55,964	\$60,555
2	\$48,269	\$52,302	\$54,954	\$59,208	\$64,061
3	\$50,503	\$55,109	\$57,934	\$62,445	\$67,566
4	\$52,735	\$57,910	\$60,911	\$65,688	\$71,065
5	\$54,970	\$60,715	\$63,886	\$68,930	\$74,567
6	\$57,206	\$63,522	\$66,862	\$72,171	\$78,072
7	\$59,437	\$66,325	\$69,836	\$75,411	\$81,573
8	\$61,675	\$69,126	\$72,816	\$78,655	\$85,080
9	\$63,907	\$71,932	\$75,789	\$81,896	\$88,583
10	\$66,132	\$74,736	\$78,769	\$85,137	\$92,083
11	\$68,374	\$0	\$0	\$88,378	\$95,584
12	\$70,239	\$0	\$0	\$0	\$0
13	\$74,736	\$0	\$0	\$0	\$0
Effective Day 98 of the 2016-2017 school year - (January 27, 2017)					
Yrs	A0DSA	A1DSA	A2DSA	A3DSA	A4DSA
0	\$44,022	\$46,928	\$49,247	\$52,984	\$57,339
1	\$46,266	\$49,746	\$52,240	\$56,244	\$60,858
2	\$48,510	\$52,564	\$55,229	\$59,504	\$64,381
3	\$50,756	\$55,385	\$58,224	\$62,757	\$67,904
4	\$52,999	\$58,200	\$61,216	\$66,016	\$71,420
5	\$55,245	\$61,019	\$64,205	\$69,275	\$74,940
6	\$57,492	\$63,840	\$67,196	\$72,532	\$78,462
7	\$59,734	\$66,657	\$70,185	\$75,788	\$81,981
8	\$61,983	\$69,472	\$73,180	\$79,048	\$85,505
9	\$64,227	\$72,292	\$76,168	\$82,305	\$89,026
10	\$66,463	\$75,110	\$79,163	\$85,563	\$92,543
11	\$68,716	\$0	\$0	\$88,820	\$96,062
12	\$70,590	\$0	\$0	\$0	\$0
13	\$75,110	\$0	\$0	\$0	\$0

2.02 Additional Salaries

The Board shall pay each full time teacher additional salary as provided below:

Effective September 1, 2014 \$3130.26

Effective September 1, 2016 \$3161.56

Effective the 98th day of the
2016-2017 school year \$3177.37

Article 12 Special Allowances as per UDSAB

2.03 In addition to the salary as set out in 2.01, the Board will pay to each Teacher for the following post graduate degrees (not honorary) which have not been used for salary positions on the grid:

Master's Degree:

Effective September 1, 2014 \$1036.43

Doctorate Degree:

Effective September 1, 2014 \$1295.81

4.02 c) For the duration of this agreement, the Board shall pay \$475.00 to any Teacher in its employment, towards reimbursement fees and other expenses incurred for each course approved by the Superintendent of Education and successfully completed by the Teacher.

Article L12.00 Payroll Procedures – KP

Article L13.00 Benefits – KP plus the following

Addition of:

11.01 Employer Health Tax

11.02 Life Insurance - maintain current UDSAB language for Charlene until she qualifies for \$150,000 or greater – based on current language as follows:

The Board will pay 100% of the premiums for \$150,000 OTIP Life insurance for the duration of this agreement. Part time teaching staff will receive full single coverage of benefits.

11.04 Long Term Disability - Grandparent current teachers at the lower premium rate quoted by OTIP for Upsala.

L14.08 Notwithstanding L13.01 and L13.02 of the Keewatin-Patricia District Elementary Teachers agreement, the Board will contribute for non-statutory benefits the following amounts, on behalf of teacher(s) of the former Upsala District School Area Board, at Upsala School, working less than 0.5:

Effective August 31, 2014 school year an amount of \$1650.00.

L14.09 Where benefit coverage under the Upsala 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 Upsala District School Area Board's benefit plans will not be subsidized by the Keewatin-Patricia Elementary Teachers benefit plan funds.

Article L14.00 Sick Leave – KP

Article L16.00 Leaves Of Absence - KP plus
L16.01 iii) Short Term
L16.01 iv) Extended
L16.01 v) Long Term
L16.01 vi) Jury Duty
L16.01vii) Quarantine
L16.01 viii) Graduation Leave
L16.01 ix) Inclement Weather
L16.01 x) Leave of Absence for Illness of Children

Addition of:

6.01

A Teacher shall be granted a leave of absence for an absence occasioned by one or other of the circumstances provided hereunder and when applicable, for the time limit set forth. During such a leave a Teacher shall continue to accumulate credit for seniority and credit for teaching experience

6.02 Compassionate Leave

Compassionate Leave with pay to a maximum of five (5) days on any one occasion, due to serious illness or the death of an immediate member of the family, (spouse, son, daughter, father, mother, grandfather, grandmother, brother, sister, in-laws, guardian), shall be granted by the Principal without charge against sick leave credits.

In the case of the death of a person not included in the preceding list, a Teacher shall be granted two (2) days, to attend the funeral.

Verbal application for compassionate leave must be confirmed in writing, stating period and circumstances and forwarded to the Board with the Principal's signature of approval.

6.05 Personal Days

The Board shall grant each Teacher three (3) days with pay for personal business annually:

a) Personal days may not fall on the first day of school.

b) Personal days may be taken in conjunction with holidays if approval has been given by the Principal.

6.06 Exam Day Leave

A leave of absence of one (1) day will be granted, without pay, to a Teacher to write an examination to improve his/her professional or academic qualifications.

7.02 Department of National Defense Leave

The Board shall support Teacher exchange programs and the Department of National Defense placement. Seniority and years experience will be accrued during time spent with such exchanges.

8.01 Special Leave

The Board may grant special leaves with or without pay (depending on the circumstances of the leave), to any Teacher who requests such leaves and gives reasonable grounds for their request.

Seniority will continue to accrue providing that the leave does not exceed twenty (20) days, seniority may or may not accrue, depending on the conditions and circumstances of the leave. This will be completely at the discretion of the Board.

Article L17.00 Union Leaves – KP

Article L18.00 Pregnancy/Parental Leaves – KP – plus

L18.01 Pregnancy Leave

L18.02 Parental Leave

L18.03 Extended Parental Leave

6.04 Paternity Leave

The Board shall grant two (2) days Paternity Leave with pay for a male Teacher whose spouse is expected to give birth or has given birth.

Article L19.00 Deferred Salary Leave – KP – plus

Article 7.03 Deferred Salary Leave Plan UDSAB

7.03.4.2 (a) While a Teacher is enrolled in the Plan and not on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the Plan.

7.03.4.2 (c) While on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the Plan.

Article L20.00 Staffing Process - KP –plus

12.05 No Fault

A statement will be included in any letter of recommendation that the Teacher has been declared redundant through no fault of his/her own.

12.06 Three Days Leave – Job Search

Each Teacher given notice of redundancy shall receive a maximum of three (3) days leave with pay, without deduction from sick leave, for the purpose of attending job search interviews or meeting.

L20.00 Staffing Process – KP Plus

L20.01 Definitions

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 Upsala District Area School Board, and when this is equal;

L20.03 Retention of Staff

L20.04 Part-time Teachers

L20.06 Transfers

L20.07 Surplus Procedures

See Letter of Agreement: Transfer/Surplus Rights during the Term of the 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– KP

Article L30.00 Notice of Planned Changes – KP

Article L31.00 Professional Development – KP plus

Article 3.02 Conference Expenses

- a) For Board approved professional development activities, teachers shall be reimbursed according the Board policy with respect to accommodations, meals and travel expenses.
- b) Notwithstanding the above for those professional development activities which are funded by organizations such as the Ministry of Education and EQAO, teachers shall be reimbursed in accordance with the guidelines of that organization.

Article L32.00 School Staffing and Workload Committee – KP

Article L33.00 Scheduled School Year – KP

Article L34.00 Working Conditions – KP – plus

L34.01 Extra Curricular Activities – KP

L34.02 Lunch Hour – KP

L34.03 Lunch Hour Supervision – KP

9.01 Transporting Students – *KP Policy #307 – “Use of Privately-Owned Vehicles by Parents, Volunteers, and/or Staff to Transport Students”*

A Teacher who is required to transport a pupil, or/and an employee of the Board, separately or at the same time, in a vehicle of the Board, or in the Teacher’s own vehicle, shall be provided with appropriate and adequate insurance protection by the Board.

9.03 Noon Hour Supervision

Noon hour supervision shall be as per present practice. This practice shall remain in effect for the duration of this Collective Agreement.

Article L35.00 Preparation Time – KP plus

- k) 9.04 (b) Part-time teachers in the elementary schools shall normally be granted preparation time pro-rated to their employment time in a single block.

l) 9.04 (d) Preparation time shall be used for professional activities as determined by the teacher.

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 Upsala School shall not exceed 10 pupils at the time of the fall class size re-organization commencing in the 2009-10 school year. This number shall be reduced to 10 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 – plus

2.06 College of Teachers' Fee

The Board shall deduct the appropriate College of Teacher fee and forward same to the College of Teachers' as required along with a list of those Teachers' deducted.

Article L44.00 Data For Negotiations – KP

Article L45.00 Employment Insurance Rebate – KP

Article L46.00 Staff Meetings – KP

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

Article L48.00 Teacher In Charge – KP - plus

Article L48.01 – Annual substitute UDSAB Article 3 Position of Added Responsibility

In the event of the absence of the Principal, a Teacher shall be asked to take on the duties of Acting Principal by the Board in September and such Teacher shall receive an allowance of \$907.00 effective September 1, 2014 of this contract, pro rated monthly.

Effective September 1, 2014	\$907.00
Effective September 1, 2016	\$909.07
Effective the 98 th day of the 2016-2017 school year	\$913.62

Every effort will be made to have the Secretary at the school during the Principal's absences.

In the event the Principal is away in excess of twenty (20) days for the school year the Acting Principal will be paid an additional allowance of 5% (percent) of the annual allowance paid to the Acting Principal for their additional responsibilities on a per diem basis for every day in excess of twenty (20) days that the Principal is absent.

Article L48.02 – Daily – KP

Article L50.00 Peer Coaching and Mentoring – KP

LETTER OF AGREEMENT
Between
Keewatin-Patricia Elementary Teachers' Local
And
The Former Upsala Teachers
(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. Upsala Public School shall be considered a single-school attendance area.
3. Keewatin-Patricia elementary teachers may apply to a new or vacant position at Upsala Public School but shall not be able to transfer to Upsala Public School through the provisions of Article L20.07 Transfers of the Keewatin-Patricia District Elementary Teachers Collective Agreement.
4. In the same respect, teachers who were employed by the Upsala 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 L20.07 Transfers of the Keewatin-Patricia District Elementary Teachers Collective Agreement unless declared surplus. At such time, the provisions of Article L20.00 Staffing shall be followed.
5. When a former Upsala District School Area Board teacher transfers or gains a position in a Keewatin-Patricia District School Board public school, he/she 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 Upsala Collective Agreement.
6. For the purpose of seniority, teachers of the former Upsala District School Area Board shall have their names added to the Keewatin-Patricia elementary teacher seniority list based on date of hire with the Upsala District School Area Board and following the provisions of Article L20.01 2. as amended.

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO/KEEWATIN PATRICIA
ETFO/FEEO
("ETFO")**

- and -

**KEEWATIN PATRICIA DISTRICT SCHOOL BOARD
("KPDSB")**

MEMORANDUM OF AGREEMENT

**RE: Teachers Assigned to Special Assignment Positions Outside of the Keewatin
Patricia District School Board**

WHEREAS the Elementary Teachers' Federation of Ontario (ETFO) and the Keewatin Patricia District School Board (KPDSB) are parties to a collective agreement ("the collective agreement");

AND WHEREAS elementary teachers who are covered by the provisions of the collective agreement may be from time to time be assigned to teach in Special Assignment positions or seconded pursuant to agreements for provision of professional learning services between KPDSB and any other publicly funded learning institution or agency ("the agency"), including but not limited to, First Nations boards of education. (hereinafter referred to as "special assignments")

AND WHEREAS it is the desire of ETFO, the KPDSB and the agency ensure that the teachers so assigned remain subject to the provisions of the collective agreement for the duration of their special assignment;

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The KPDSB and the Agency confirm that the Elementary Teachers' Federation of Ontario and its local, Keewatin Patricia ETFO/FEEO shall be entitled to continue to represent all elementary teachers assigned to teach in their Special Assignment for the duration of their placement;
2. The KPDSB and the Agency further confirms that to the extent possible all of the terms and conditions of the collective agreement referenced above will continue to apply to elementary teachers assigned in Special Assignment positions outside of the Board as if they continued to be employed within schools in the jurisdiction of the KPDSB and notwithstanding the location of their assignment;
3. The assignment of a teacher to a special assignment position outside of the Board shall be based upon the mutual consent of the teacher, KPDSB and ETFO.

4. The parties, including the Board, the Agency, the Teacher and the Union shall meet in good faith prior to entering into a secondment agreement with a specific teacher, to determine the extent to which any of the provisions of the Collective Agreement may not apply. In the event of a dispute between the parties the Board or the Union may refer the matter for resolution through arbitration under the terms of the collective agreement.
5. In accordance and furtherance of this Agreement, any grievance which may arise with respect to the terms and conditions of employment of the teachers assigned in Special Assignment Positions outside of the Board shall proceed in accordance with the provisions of the aforementioned collective agreement. The KPDSB will give such notice as it determines necessary to the Agency in respect of such grievance. Any resolution of the agreement, by arbitration or otherwise, will be binding on the parties to this Agreement and the Agency.

SIGNED at _____ this ____ day of _____, 20__

Elementary Teachers' Federation of Ontario

Keewatin- Patricia District School Board

The Undersigned representatives of _____, the Agency, agree to the above as evidenced by their signature.

(Name of Agency)

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, at a meeting held on January 6, 2016. It is further certified that this agreement was ratified by the Keewatin-Patricia District Elementary Teachers on or about January 19, 2016, and ratified by the Keewatin-Patricia District School Board on or about January 12, 2016.

Dated at Dryden, Ontario, this 31 day of October, 2017

FOR THE KEEWATIN-PATRICIA
DISTRICT SCHOOL BOARD


Jocelyn Bullock, Human Resources Manager

FOR THE KEEWATIN-PATRICIA
ELEMENTARY TEACHERS' FEDERATION


Kim Douglas, President
Sean Monteith, Director of Education
Sharon O'Hallaran, General Secretary