

COLLECTIVE AGREEMENT

Between

**THE ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO
(hereinafter called the "ETFO")**

and

**THE DISTRICT SCHOOL BOARD
OF NIAGARA
(hereinafter called the "Board")**

September 1, 2022 - August 31, 2026

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

- C2.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.
- C2.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

- c) For the purpose of the Central Grievance Process only “days” shall mean school days.

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

C4.5 Mediation

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.

- b) Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.
- c) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

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

C5.00 BENEFITS

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement ("ETFO represented employees").

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

C5.3 Funding

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

- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.
- c) The funding rate shall be increased for inflation as follows on the following dates:
 - i. September 1, 2022: 1% (\$6,235.74)
 - ii. September 1, 2023: 1% (\$6,298.10)
 - iii. September 1, 2024: 1% (\$6,361.08)
 - iv. September 1, 2025: 1% (\$6,424.69)
 - v. August 31, 2026: 4% (\$6,681.68)

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

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

- i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out;
- ii. Divide i) by 194 days;
- iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

- b) New hires after the Participation Date who are eligible for benefits from the ETFO ELHT are not eligible for pay in lieu of benefits.

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

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

- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.

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

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

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

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

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

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

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

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

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

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C7.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C7.2 The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C7.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.

C7.4 The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

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

C9.00 DIAGNOSTIC ASSESSMENT

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

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

c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where

individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).

- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to provide payment for the Teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a Teacher must access Employment Insurance (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short term disability plan.

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

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

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of

pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Individual Education Plans

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

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

A provincial committee will be established with representatives comprised of:

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

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

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

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

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

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

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

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

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

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

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

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

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

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

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PART B - LOCAL TERMS

ARTICLE 1 PREAMBLE

1.01 It is the intent and purpose of the parties to this Agreement (hereinafter referred to as the “Agreement”):

- (a) To set forth reasonable and fair terms and conditions of employment and other related provisions together with salaries, allowances and related benefits to provide for the equitable settlement of all matters in dispute arising out of the interpretation of this Agreement.
- (b) To maintain and improve harmonious relations between the Board and the Bargaining Unit.
- (c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (d) To encourage best practices that ensure the delivery of effective public education.

1.02 The District School Board of Niagara and ETFO Niagara are committed to the principles of equity and diversity and upholding confidence in publicly funded education.

ARTICLE 2 RECOGNITION

2.01 The District School Board of Niagara, hereinafter referred to as the “Board”, recognizes the Elementary Teachers’ Federation of Ontario, hereinafter referred to as the “Union”, as the exclusive bargaining agent of all Teachers, other than Occasional Teachers, who are assigned to one or more elementary schools or who perform duties in respect of such schools all or most of the time. “Teacher” bears the same meaning as “Part X.1 teacher” as defined in the *Education Act*, as amended. For clarification, a person, once appointed as a principal or vice-principal, is excluded from the bargaining unit even if such principal or vice-principal is reassigned from time to time to perform duties in Board office(s).

- 2.02 The Board recognizes ETFO Niagara, hereinafter referred to as the “Local”, as the Local authorized by the Elementary Teachers’ Federation of Ontario to negotiate on their behalf.
- 2.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly appointed representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Agreement.
- 2.04 The Local shall advise the Board, in writing, of the names of its Executive and of the Workplace Stewards for each worksite.
- 2.05 All correspondence between the parties arising out of this collective agreement shall pass to and from the Director of Education or designate and to or from the President of the Local or designate. All electronic correspondence shall be addressed to the other party using the parties’ organization email.
- 2.06 No teacher under this Agreement shall be required or permitted to make any written or verbal agreement with the Board which may conflict with the terms of this Collective Agreement.

ARTICLE 3 UNION DUES AND ASSESSMENTS

- 3.01 Effective September 1, each year, the Board shall deduct, for every pay period and for each teacher, union dues and assessments. Dues and assessments deducted with this Article shall be forwarded to the General Secretary at The Elementary Teachers’ Federation of Ontario within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.
- 3.02 The dues paid to the Union shall be accompanied by a dues submission list showing the names, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.
- 3.03 The Union and/or the Local, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union and/or the Local membership.

3.04 At the request of the Union, the Board shall make the appropriate payroll deductions from a teacher's pay for the purposes of a local Union levy.

ARTICLE 4 DURATION AND RENEWAL

4.01 No changes can be made to local terms of this Agreement without the mutual written consent of the parties.

4.02 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

4.03 In the event of a strike by employees of the Board other than Members of the Local, the Board and the Local recognize the following considerations:

- (a) Members of the Local, employed by the Board are bound to honour the terms and conditions of the Collective Agreement under which they have been hired, subject to applicable legislation and regulations;
- (b) Where other Board employees are on strike and picket a Board operated or owned facility, a Member of the Local is in breach of their employment with the Board if the Member fails to enter the Board operated or owned facility and carry on their duties, unless prevented from doing so due to circumstances beyond the Member's control;
- (c) A Member of the Local is not in breach of their employment with the Board if the Member refuses to enter a Board operated or owned facility that is closed by the Medical Officer of Health;
- (d) A Member of the Local shall, if directed, be required to fulfill their professional duties, subject to the Acts and Regulations, at another location designated by the Board;
- (e) When other Board employees are on strike, a Member of the Local shall carry on their regular professional duties to the best of the Member's ability without assuming functions that are normally discharged by the Board employees on strike.

ARTICLE 5 EMPLOYER’S RIGHTS

5.01 The Union and the Local recognize that, within the limitations and qualifications contained in this Agreement, the Board has the sole and exclusive right to exercise duties and powers granted to it under the *Education Act*, as amended, and related statutes.

5.02 The District School Board of Niagara undertakes not to change any existing policy or implement any new policy affecting the terms of employment and working conditions of members of the bargaining unit without prior consultation with the Local.

The Board shall advise the Local, in writing, of any addition or change to existing policies or procedures approved by the Board of Trustees.

ARTICLE 6 PROBATIONARY PERIOD

- 6.01 (a) A newly hired teacher shall be placed on a probationary period of one (1) year or ten (10) months of actual full-time teaching (excluding July and August) or such lesser period as may be determined by the Board.
- (b) A newly hired teacher with less than a full-time teaching assignment shall be placed on a probationary period of two (2) years or twenty (20) months (excluding July and August) or such lesser period as may be determined by the Board.

ARTICLE 7 RESIGNATION OR RETIREMENT

- 7.01 (a) A teacher shall provide written notice by October 31, of the intention to terminate employment effective December 31, and by April 1 of the intention to terminate employment effective June 30.
- (b) Teachers in their last year of service prior to retirement may resign at any time provided written notice is given to the Board at least sixty (60) calendar days prior to retirement.

7.02 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher’s resignation at any time.

ARTICLE 8 TEMPORARY ASSIGNMENTS/TEACHERS-IN-CHARGE

- 8.01 (a) The parties agree that a teacher who is a member of the Local may volunteer to be temporarily assigned to a school or system administrative position for a period not to exceed one (1) school year less one (1) day.
- (b) During the period of temporary assignment, the temporary assignment teacher, in accordance with Article 8.01, shall:
- i) continue to be a member of the Union and continue to pay Union dues,
 - ii) not discipline or evaluate another teacher,
 - iii) continue to accumulate seniority, and
 - iv) continue to be subject to all the terms and conditions of this Collective Agreement.

Temporary Vice-Principals (Long-Term)

- 8.02 A member of the Local may be assigned as Temporary Vice-Principal during the long-term absence of a school or system administrator. The Temporary Vice-Principal, during the period of the assignment, shall be responsible for the full duties of the administrator being replaced, save and except for the discipline or evaluation of bargaining unit members as outlined in 8.01 (b).
- 8.03 The Temporary Vice-Principal shall receive a per annum allowance equivalent to the difference between A4, maximum years of experience as set out in Article 20 of this Agreement and Year 0 for Elementary Vice-Principal, as set out in the Statement of Terms and Conditions of Employment for Principals/Vice- Principals, based on the number of days in the position of Temporary Vice-Principal.
- 8.04 Where a member of the Local is assigned to a position of Temporary Vice-Principal in a school, an occasional teacher shall be engaged to cover the teacher’s assignment.

Teachers-In-Charge (Short-Term)

- 8.05 (a) During the absence of the entire school administration, a teacher may be assigned as Teacher-In-Charge.
- (b) The Teacher-In-Charge shall be responsible for the operation of the school and the discipline, safety and well-being of students.

8.06 A Teacher-In-Charge shall be compensated on the following basis:

Effective September 1, 2021:

\$16.31 per half day of assignment

\$32.57 per full day of assignment

- 8.07 (a) Where a classroom teacher is assigned to a position in accordance with Article 8.05 above, an Occasional Teacher shall be engaged on the second (2nd) day to cover the classroom teacher's instructional classes when the temporary assignment is longer than one (1) consecutive day. An Occasional Teacher may also be engaged on the first (1st) day at the discretion of the principal.
- (b) Where a classroom teacher is assigned to a position in accordance with Article 8.05 above, an Occasional Teacher shall be engaged on the first (1st) day to cover the classroom teacher's instructional duties when the temporary assignment is a full day in duration and the entire school administration absence is outside the DSBN geographical area.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.01 No teacher shall be demoted, suspended, discharged or disciplined without just and sufficient cause. Such cause shall be provided to the teacher in writing within five (5) school days from the time the teacher is informed of any such action. There shall be a meeting held between the teacher and the Board representative to discuss the matter. The teacher shall have the right to have a representative of the Local present and the teacher shall be advised of this entitlement prior to the meeting.

9.02 All teachers covered by this Agreement shall as a condition of employment remain members in good standing with the Ontario College of Teachers. Teachers will advise the Board of any changes in such status.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 (a) It is the mutual desire of the parties that a complaint of a teacher or Board shall be addressed as promptly as possible and at the lowest administrative level possible.

(b) If the complaint cannot be resolved informally by consultation, the grievance procedure set out herein shall constitute the formal procedure to settle the grievance.

10.02 (a) A grievance shall be determined as any difference of opinion involving the interpretation, application, administration, or alleged violation of any term, provision, or condition of this Agreement including any question as to whether a matter is arbitrable.

(b) A “party” shall be defined as:

(1) the Bargaining Unit

(2) the Board.

(c) “Days” shall mean regular school days unless otherwise indicated.

(d) “Individual Grievance” shall mean a grievance instituted by the Bargaining Unit on behalf of one of its members.

(e) “Group Grievance” shall mean a grievance lodged by the Bargaining Unit on behalf of more than one of its members, all of whom are similarly affected.

(f) “Policy Grievance” shall mean a grievance that has general application, i.e. not confined in scope to an individual, and may be lodged by either the Board or the Bargaining Unit.

10.03 The parties may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance/arbitration procedure.

10.04 The time limits fixed in this grievance procedure may be extended by mutual consent of the parties to this Agreement.

10.05 There shall be no reprisals of any kind taken against any Board employee because of participation in the grievance or arbitration procedure under this Agreement.

10.06 Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the teacher or Bargaining Unit representative with the Principal or immediate supervisor. The teacher has the right to ETFO representation at any meeting. If the grievor is unable to resolve the complaint, the Bargaining Unit may file a formal grievance at Step 1.

10.07 The Bargaining Unit shall have the right to file an Individual or Group Grievance at Step 1, as set out below. The Bargaining Unit or Board shall the right to file a Policy Grievance at Step 1, as set out below.

(a) Step 1 (Individual or Group Grievance)

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within twenty (20) days the Bargaining Unit may file a written grievance to the Human Resource Services Senior Manager, Employee Relations. The Superintendent of Human Resource Services (or designate) shall meet with the Bargaining Unit President (or designate) within ten (10) school days after receipt of the grievance and answer the grievance in writing within ten (10) school days after the step one grievance meeting.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) a statement of the facts to support the grievance; and
- iii) the relief sought; and
- iv) the signatures of the duly authorized officials of the Bargaining Unit of the Local.

(b) Step 1 (Policy Grievance)

A policy grievance filed by the Local at Step 1 shall be heard by the Superintendent of Human Resource Services (or designate) within twenty (20) school days. The Superintendent of Human Resource Services (or designate) shall answer the grievance, in writing, within ten (10) school days of the meeting.

- (c) A policy grievance filed by the Board at Step 1 shall be heard by the President of the Local (or designate) within twenty (20) school days. The President of the Local (or designate) shall answer the grievance, in writing, within ten (10) school days of the Step 1 Grievance meeting.

10.08

(a) Step 2 (Individual or Group Grievance)

If no settlement is reached at Step 1, the Bargaining Unit of the Local may, within ten (10) school days of receipt of reply of the Superintendent of Human Resource Services (or designate), file the matter with the Human Resource Services Senior Manager, Employee Relations. The Superintendent of Human Resource Services (or designate) and official(s) deemed relevant to the matter, shall meet with the Bargaining Unit President (or designate) and the Grievance Officer within ten (10) school days to consider the grievance. The Superintendent of Human Resource Services (or designate) shall answer the grievance, in writing, within ten (10) school days of the Step 2 grievance meeting.

(b) Step 2 (Policy Grievance)

If the reply issued at Step 1 is unacceptable, the Bargaining Unit of the Local, may, within ten (10) school days of receipt of reply of the Superintendent of Human Resource Services (or designate), file the matter with the Human Resource Services Senior Manager, Employee Relations. A policy grievance filed by the Local at Step 2 shall be heard by the Superintendent of Human Resource Services (or designate) within ten (10) school days. The Superintendent of Human Resource Services (or designate) shall answer the grievance, in writing, within ten (10) school days of the Step 2 grievance meeting.

- (c) If the reply issued at Step 1 is unacceptable, the Board may, within ten (10) school days of receipt of reply of the President of the Local (or designate) file the matter with the Local. A policy grievance filed by the

Board at Step 2 shall be heard by President of the Local (or designate) within ten (10) school days. The President of the Local (or designate) shall answer the grievance, in writing, within ten (10) school days of the Step 2 grievance meeting.

10.09

Step 3 - Arbitration

If the reply issued in Step 2 is unacceptable, either party may, within ten (10) school days of receiving the written reply, apply for arbitration and shall notify the other party in writing. Failure to proceed with notice for arbitration within the specified ten (10) school days period will result in forfeiture of rights to the arbitration procedure. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) school days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to an Arbitration Board. Where two (2) appointees are so selected, they shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be Chair. If the recipient of the notice fails to appoint an Arbitrator or if two appointees fail to agree upon a Chair within ten (10) school days, the appointment shall be made by the Minister of Labour upon the request of either party.

Upon mutual consent of the Parties, the Board of Arbitration provided herein may be substituted for by a sole arbitrator appointed by the Parties.

The Arbitration Board or sole arbitrator shall hear the grievance and shall issue a decision. The decision shall be final and binding upon the parties. The decision of the majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs. The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement. The single Arbitrator or Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

Each of the parties shall bear the expenses of their nominee, and the parties shall jointly bear the expenses of the Chair/Sole Arbitrator.

10.10

Grievance Mediation

At any point in the grievance/arbitration process, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance/arbitration procedure shall be frozen at the time the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is to be terminated, the time lines in the grievance/arbitration procedure shall continue from the point at which they were frozen. The parties shall equally share all costs associated with the grievance mediation procedure in this article.

10.11

In the final and binding settlement of a grievance arising from a disciplinary action, an Arbitrator or Board of Arbitration may vary the disciplinary action and reinstate the teacher on such terms they think fit and which they consider to be just and equitable.

10.12

Either party may request the presence of the grievor or any other necessary witnesses at any step of this procedure.

ARTICLE 11

QUALIFICATIONS FOR SALARY GRID PLACEMENT

11.01

Category classifications shall be those established by the Q.E.C.O. Teachers' Qualification Programme 5 only. For the purpose of salary categorization, the Board recognizes that the Statement of Evaluation issued by the Q.E.C.O. Programme 5 shall be final. Notwithstanding the above, teachers on staff as of August 31, 2002 shall not be placed in a lower category than the category they were in as of that date.

11.02

It shall be incumbent upon a newly appointed teacher to provide documented proof satisfactory to the Board in the form of a Statement of Evaluation issued by Q.E.C.O. as to their appropriate category placement. A teacher, without a recognized university degree, shall be placed in Category A until such time as documentation is submitted for examination and after which time the teacher shall receive the appropriate differential amount retroactive to the commencement of duties. A teacher, with a recognized Ontario university degree, shall be placed in Category A1 until such time as documentation is submitted for examination and after which

time the teacher shall receive the appropriate differential amount retroactive to the commencement of duties.

Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the school year in which the Statement of Evaluation is received by the Board.

11.03

A teacher who qualifies for a change in category by reason of improved qualification shall receive the appropriate differential amount at the level in the higher group as follows:

- (a) Where a teacher qualifies on the basis of work completed prior to September 1 for a change in category, the adjustment will be made effective from the beginning of school in September of that year (retroactive where necessary) on submission of the proper documents to the Board.
- (b) To qualify for an adjustment effective on September 1, the teacher must provide documentation by December 31.
- (c) Where a teacher qualifies for a change in category on the basis of work completed after September 1 but before February 15, the adjustment will be made effective January 1 (retroactive where necessary).
- (d) To qualify for an adjustment effective January 1, the teacher must provide documentation by May 31.
- (e) Notwithstanding the timelines set out in (b) and (d) for submission of documentation, the Board shall give due consideration to any special cases in which the teacher is unable to produce the required documentation through no fault of their own.

11.04

Teaching experience shall be understood to mean verified elementary or secondary teaching. In the event that a teacher holds an Ontario Teacher Certificate while teaching at a College of Applied Arts and Technology, Adult Training Center or similar institutions, such experience shall be considered in calculating years of teaching experience. No more than one year's experience for salary purposes may be gained during a single twelve-month period.

11.05 In cases where teaching experience has been on a part-time basis: full time for part of a year, or, on a fractional timetable, or, as an Occasional Teacher, teaching experience shall be calculated in the following way: the total cumulative number of days of teaching experience, prorated where necessary, divided by 194. Where the total has a fractional part of 0.5 or greater, the whole number shall be increased by one.

11.06 Teachers currently on staff shall be placed, effective September 1, at one level higher on the grid than the level at which they were on June 30 of the same year, subject to Article 11.05. Experience shall be credited as of September 1 of each year.

11.07 Movement to Category A - Ultimate shall take place when a teacher has eleven (11) or more years of teaching experience and has successfully completed the course requirements outlined below. Acceptable courses shall be defined as university courses and/or Ministry of Education courses.

Additional course requirements:

- i) in the case of a teacher qualified to be placed in Category B: five (5) acceptable courses, at least four (4) of which must have been completed since January 1, 1990.
- ii) in the case of a teacher qualified to be placed in Category C: seven (7) acceptable courses, at least five (5) of which must have been completed since January 1, 1990.
- iii) in the case of a teacher qualified to be placed in Category D: nine (9) acceptable courses, at least six (6) of which must have been completed since January 1, 1990.

ARTICLE 12 RETIREMENT ALLOWANCES

12.01 Retirement Gratuity

- (a) Teachers continuously employed under the Elementary School Teachers' Collective Agreement with the Niagara South Board of Education before January 1, 1996 shall, upon retirement, be eligible to receive a retirement gratuity in accordance with the provisions of the plan (either Collective

Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.

- (b) Teachers continuously employed under the Elementary School Teachers' Collective Agreement with the Lincoln County Board of Education on or before August 31, 1980 shall, upon retirement, be eligible to receive a retirement gratuity in accordance with the provisions of the plan (either Collective Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.
- (c) Teachers hired as of January 1, 1998 by the District School Board of Niagara or as of September 1, 1980 by the Lincoln County Board of Education or as of January 1, 1996 by the Niagara South Board of Education shall not be entitled to a retirement gratuity.

12.02 In the event of the death of a teacher, entitled to a retirement gratuity in accordance with Article 12.01, such benefit, if not previously paid, shall be paid to the beneficiary named with respect to Group Life Insurance.

12.03 **R.R.S.P. Allowance**

- (a) Teachers hired as of September 1, 2008 shall, upon completion of their probationary period, have the sum of \$3,146 placed in an individual account with the Standard Life Group Registered Retirement Savings Plan according to Revenue Canada regulations.
- (b) Teachers hired as of September 1, 2009 shall, upon completion of their probationary period, have the sum of \$3,209 placed in an individual account with the Standard Life Group Registered Retirement Savings Plan according to Revenue Canada regulations.
- (c) Teachers hired as of September 1, 2010 shall, upon completion of their probationary period, have the sum of \$3,305 placed in an individual account with the Standard Life Group Registered Retirement Savings Plan according to Revenue Canada regulations.
- (d) Teachers hired as of September 1, 2011 shall, upon completion of their probationary period, have the sum of \$3,404 placed in an individual account with the Standard Life Group Registered Retirement Savings Plan according to Revenue Canada regulations.

- (e) The R.R.S.P. amount shall be adjusted on an annual basis to reflect the negotiated end-rate salary increase.

12.04 Recalled or rehired teachers who have previously received an R.R.S.P. from the Board shall not be eligible for a second R.R.S.P.

ARTICLE 13 LEAVE PLANS

13.01 The following absences will be without loss of sick leave credit, loss of salary, or loss of seniority:

(a) Bereavement

- i) Up to a total of five (5) school days shall be allowed per bereavement of the following: parent, spouse, child, partner, or any other relative who lived in the house.
- ii) Up to a total of three (3) school days shall be allowed per bereavement of the following: sibling, grandparent, grandchild, parent-in-law, sibling in-law, or child-in-law.
- iii) One (1) school day shall be allowed per bereavement of a grandparent-in-law, aunt, uncle or to act as a pallbearer.
- iv) A teacher shall upon request be granted leave without deductions from sick leave credits and without loss of pay to a maximum of three (3) days in any one (1) year as follows:
 - a) Attending a funeral other than in 13.01 (a) above (up to one (1) day per (occurrence)
 - b) Bereavement as in 13.01 (a) above where distance or circumstances warrant additional time.

(b) Examinations or Convocations

A teacher, with the prior approval of the appropriate Supervisory Officer or Principal, may be absent from duty without loss of salary by reason of examinations and convocations as follows:

- i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one-half day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer or Principal.
- ii) A half-day period is granted for a teacher to attend their own post-secondary graduation ceremony or the post-secondary graduation ceremonies of their child, spouse or partner. In addition to the half-day period mentioned in the foregoing, one-half day shall be allowed for travel, or other graduation-related circumstances, as determined by the appropriate Supervisory Officer or Principal.

(c) **Jury Duty or Subpoena**

Each teacher who is absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which they are not a party or one of the persons charged, or attending a court appearance having to do with custody issues pertaining to a child for whom the teacher has responsibility, shall receive all benefits providing that the employee pays to the Board, any fee exclusive of travelling allowance and living expenses, that they receive as a juror or witness.

(d) **Quarantine**

A teacher who is quarantined or otherwise prevented by an order of the Medical Health Authorities, from attending their duties because of exposure to a communicable disease.

(e) **Religious Observances or Creed Accommodations**

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of five (5) days in any one (1) year for religious observances or creed accommodations.

(f) **Adoption Leave / Birth Leave**

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay when adoption leave is not taken under the Employment Standards Act, and it is necessary for the teacher

to attend on the day that an adoptive child is picked up or spouses attending the birth of their child.

(g) **Family Care Leave**

A teacher shall, in cases involving serious illness/injury/medical treatment, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of three (3) days in any one (1) year for the purpose of tending to the teacher's own children, parents, spouse, parent-in-law, or any other family member who resides in the household.

(h) **Special Circumstances**

Absence involving unusual or extenuating circumstances may be referred to the Director of Education (or designate) for consideration. Wherever possible, application should be made in advance. Payment or deduction of salary shall be based on a review of the conditions causing absence.

13.02

Sick Leave

(a) Medical Documentation

- i) After five (5) consecutive days of absence, no Sick Leave Credits shall be allowed unless a certificate is furnished to the Director of Education (or designate) by a physician, dentist, registered nurse practitioner, psychologist or midwife certifying the teacher's inability to attend to their duties due to personal illness or injury.
- ii) Notwithstanding the above, the Board may require a teacher to submit the certificate thereunder for a period of absence of less than five (5) days. The Board shall, if required, reimburse the teacher for the cost of obtaining a certificate where the period of absence is less than five (5) days.

(b) WSIB

- (i) An employee with sick leave credits who is injured during the course of their employment and loses time from work as a result of that injury, will continue to be paid full salary and benefits for each day of absence. One (1) day will be deducted from sick leave credits for each day of absence until the claim has been approved

by the Workplace Safety and Insurance Board. Once the claim has been approved the sick days deducted will be reinstated, and the employee's WSIB Payments will be topped up to 100% of salary. The top-up amount shall be paid for a maximum of four years and six months.

- (ii) If, as a result of an accident, an employee received benefits under the Workplace Safety and Insurance Act, 1997, in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- (iii) An employee without sick leave credits who is injured in the course of their employment and loses time from work will not receive any compensation until the Workplace Safety and Insurance Board approves their claim, and thereafter will receive pay directly from them at the current legislated ratio of pay. If the claim is not approved, there will be no compensation from the District School Board of Niagara or the Workplace Safety and Insurance Board.

13.03 Personal Leave (Full Time)

- (a) Reason for Leave -personal
- (b) Who may apply -no restrictions, approved at the discretion of the Board
- (c) How to apply -The Board may allow a personal leave of absence upon application in writing to the appropriate Supervisory Officer or designate by April 1st prior to the year of leave.
- (d) Length of Leave -full school year
- (e) Extension -may be granted for one (1) additional school year. Requests for leave of more than two (2) school years may be considered by the Director or appropriate Supervisory Office.
- (f) Salary during Leave -with or without pay according to the circumstances

- (g) Benefits during Leave - Subject to the agreement of the carrier(s), teachers may continue benefits at their own expense, provided payments are made to the Board.
- (h) Teaching Experience For Grid Placement -Teaching experience shall not be granted to the teacher for the period during which they were on leave without pay. Teaching experience shall be granted to the teacher for the period during which they were on leave with pay.
- (i) Seniority -Seniority shall continue to accrue during the period of leave.
- (j) Return from Leave - Subject to redundancy and surplus provisions of the Collective Agreement, a member of the Local on a personal leave of absence shall return to their former school, provided the leave does not exceed more than two (2) school years
- - A member of the Local holding a Consultant position shall be guaranteed their former Consultant position upon return from leave, provided the position still exists, provided the term has not ended, and provided that the leave does not exceed one (1) year.
- (k) Other conditions -It shall be the responsibility of the teacher to notify the Human Resources Department, in writing, of their intention to return to teaching from an approved leave of absence by the Friday prior to March break of the school year in which the leave expires. In the event of extenuating circumstances, the aforementioned date may be amended by mutual consent of the Board and the Local.

13.04 **Personal Leave (Part Time)**

- (a) Reason for Leave -personal

- (b) Whom may apply -no restrictions, approved at the discretion of the Board.
- (c) How to apply -The Board may allow a personal leave of absence (part time) upon application in writing to the appropriate Supervisory Officer or designate by April 1st prior to the year of leave.
- (d) Length of Leave - full school year or on a half time (50%) basis. At the discretion of the Board, consideration may be given to requests of other increments in other circumstances.
- (e) Extension -May be granted for one additional school year. Requests for leave of more than two (2) school years may be considered by the Director of Education or appropriate Supervisory Officer.
- (f) Salary during Leave -payment for % of time teaching.
- (g) Benefits during Leave -Subject to the agreement of the carrier(s), the Board's contribution toward premium costs for Extended Health, Semiprivate Hospital and Dental Insurance shall be pro-rated, provided the teacher continues their contribution to the Board.
- (h) Teaching experience -Teaching experience shall be pro-rated for Grid placement in accordance with Article 11.05 during the period of part time leave.
- (i) Seniority -Seniority shall continue to accrue during the period of leave.
- (j) Return from Leave - Subject to redundancy and surplus provisions of the Collective Agreement, a member of the Local on a personal leave of absence shall return to their former school, provided the leave does not exceed more than two (2) school years.

-A teacher who is no longer eligible for a personal leave (part time) may apply for a decreased

teaching time. (Article 15 - Part Time Teaching Assignments).

-A member of the Local holding a Consultant position shall be guaranteed their former Consultant position upon return from leave, provided the position still exists, provided the term has not ended, and provided that the leave does not exceed one (1) year.

- (k) Other conditions -It shall be the responsibility of the teacher to notify the Human Resources Department, in writing, of their intention to return to teaching from an approved leave of absence by the Friday prior to March break of the school year in which the leave expires. In the event of extenuating circumstances, the aforementioned date may be amended by mutual consent of the Board and the Local.

13.05 **Pregnancy Leave**

- (a) Reason for Leave -pregnancy
- (b) Who may apply -any teacher who qualifies under the *Employment Standards Act*.
- (c) How to apply -Application to the appropriate Supervisory Officer as far in advance of the requested commencement of the leave as possible. Such written notice shall also contain a certificate from a legally qualified medical practitioner stating the expected birth date.
- (d) Length of Leave -A pregnant teacher shall be granted an unpaid pregnancy leave of up to the amount provided under the *Employment Standards Act* (currently seventeen (17) weeks maximum duration).
- (e) Extension -See Parental Leave
- (f) Salary/Benefits during leave -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). 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.

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

-Eligible teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the teacher would otherwise be required to work during the eight (8) week period (i.e. during summer March and winter breaks etc.). Payment shall be made to the teacher in accordance with the Board's payroll procedure.

-Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.

-If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

- (g) Teaching experience
 - i) -Teaching experience shall continue to accrue during the period of leave for Grid Placement.
 - ii) A teacher shall continue to accrue sick leave credits for the duration of the pregnancy leave.
 - (h) Seniority -Seniority shall continue to accrue during the period of leave.
 - (i) Return from Leave
 - A teacher returning from pregnancy leave shall be reinstated to the position most recently held by the teacher, if it exists, or a comparable position, if it does not.
 - A member of the Local holding a Consultant position shall be guaranteed their former Consultant position upon return from leave, provided the position still exists, provided the term has not ended, and provided that the leave does not exceed one (1) year.
 - (j) Salary calculation -A teacher is entitled to be paid their annual salary in proportion to the sum of the total number of school days on which the teacher works divided by the total number of school days in the school year.
(# days worked / #)
 - (k) Other Conditions
 - Alternative End Date -A teacher who has given notice to end a pregnancy leave may change the notice to an earlier date if the teacher gives at least four (4) weeks written notice to the appropriate Supervisory Officer prior to the date the leave was to end.
 - Notwithstanding, request for modification of the above timelines may be considered by the Director or appropriate Supervisory Officer.
 - A teacher whose pregnancy leave is scheduled to commence between the opening of school in

September and September 30th, or is scheduled to end between May 31st and the end of the school year, may by the mutual consent of the teacher, Superintendent of Human Resource Services and the Local, be assigned to their home school as an Occasional Teacher and shall be required to work in any school in their Region requiring an Occasional Teacher. During this assignment, the teacher will receive full salary and benefits.

13.06 Parental/Adoption Leave

- (a) Reason for Leave -birth of their child or the coming of the child into custody, care and control of a parent for the first time.
- (b) Who may apply -a teacher who is the parent of a child following the birth of their child or the coming of the child into custody, care and control of a parent for the first time. The leave may begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. However, the parental leave of a teacher 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.
- (c) How to apply -Application in writing to the Superintendent of Human Resources as far in advance of the requested commencement of the leave as possible but no less than two (2) weeks prior to the beginning of the leave. Such written notice shall also contain a certificate from a legally qualified medical practitioner stating the expected birth date or a copy of the birth certificate or a copy of the confirmation of adoption.

- (d) Length of Leave -A teacher shall be granted an unpaid parental/adoption leave of up to the amount provided under the *Employment Standards Act*. (currently sixty-one (61) weeks maximum duration) or sixty-three (63) weeks where no pregnancy leave was taken.
- (e) Extension -The Board shall, upon written request of the teacher and subject to the availability of a suitable replacement, with a minimum of four (4) weeks' notice, grant a personal leave of absence to a teacher who has previously been granted a parental leave. However, such combined leaves of absence shall not normally exceed an aggregate maximum of three (3) years and shall terminate on August 31st.
- (f) Salary during Leave -The Board shall provide for teachers on parental/adoption leave a supplementary employment benefits plan. The plan will pay an amount equal to one hundred percent (100%) of the teacher's regular salary during the mandatory two-week waiting period for Employment Insurance parental/adoption benefits, provided that the teacher is eligible for parental/adoption benefits under E.I. laws and regulations and provided that they provide documentation to the Board. The top up payment from the Board will be payable to the teacher only for those days during the two (2) week waiting period which fall on regular school days (maximum (10) days).
- (g) Benefits during Leave -Subject to the agreement of the carrier(s), the Board shall continue to make their contributions to the premium costs of the benefit plans, provided the teacher continues their contributions to the Board.

- (h) Teaching experience
 - i) -Teaching experience shall continue to accrue for grid placement during parental/ adoption leave.
 - ii) - A teacher shall continue to accrue sick leave credits for the duration of the parental/adoption leave.
- (i) Seniority -Seniority shall continue to accrue during the period of leave.
- (j) Return from Leave
 - A teacher returning from a parental or adoptive leave shall be reinstated to the position most recently held by the teacher, if it still exists, or to a comparable position, if it does not.
 - A member of the Local holding a Consultant position shall be guaranteed their former Consultant position upon return from leave, provided the position still exists, provided the term has not ended, and provided that the leave does not exceed one (1) year.
- (k) Other Conditions
 - Alternative Start Date -A teacher who has given notice to begin parental/ adoption leave may change the notice to an earlier date if the teacher gives at least two (2) weeks written notice to the Superintendent of Human Resources or to a later date if the teacher gives at least two (2) weeks written notice to the Superintendent of Human Resources prior to the date the leave was to begin.
 - Alternative End Date -A teacher who has given notice to end a parental/ adoption leave may change the notice to an earlier date if the teacher gives at least four (4) weeks written notice to the Superintendent of Human Resources or to a later date if the teacher gives at least four (4) weeks written notice to the Superintendent of Human Resources prior to the date the leave was to begin.

-Notwithstanding, request for modification of the above timelines may be considered by the Director, or Superintendent of Human Resources.

13.07 Teacher Financed Leave

- (a) Reason for Leave -personal
- (b) Who may apply -must meet eligibility requirements as outlined in Administrative Procedure 5-04.

The terms of the Employee Financed Leave plan are subject to any changes required for compliance with applicable legislation. Any such change will be reviewed with the union prior to implementation.
- (c) How to apply -Completed application forms must be received by the Human Resources Department by May 31st to be eligible for deductions to begin in the subsequent school year.
- (d) Length of Leave -full school year or partial school year beginning or ending as of December 31st.
- (e) Extension -none
- (f) Salary during Leave -The salary that is held by the Board shall be placed in trust in the PenFinancial or other approved financial institution, in the teacher's name and given to the teacher, along with accrued interest, in a manner agreed to by the Board and the teacher in the school year in which the leave is taken. The teacher will receive the payments on the regular payment schedule, outlined in Article 17. Any remaining balance in the teacher's trust account is to be paid in accordance with Article 17.
- (g) Benefits during Leave -Subject to the agreement of the carrier(s), teachers may continue benefits at their own expense.

- (h) Teaching experience -Teaching experience shall not be granted to the teacher for Grid Placement for the period during which they were on a teacher financed leave.
- (i) Seniority -Seniority shall continue to accrue during the period of leave.
- (j) Return from Leave - Subject to redundancy and surplus provisions of the Collective Agreement, a member of the Local on a teacher financed leave of absence shall return to their former school.
- A member of the Local holding a Consultant position shall be guaranteed their former Consultant position upon return from leave, subject to surplus provisions, and provided the position still exists, provided the term has not ended, and provided that the leave does not exceed one (1) year.
- (k) Other conditions -It shall be the responsibility of the teacher to notify the Human Resources Department, in writing, if the teacher decides not to return to teaching from a teacher financed leave of absence prior to April 1st of the school year in which the leave expires.
- If the teacher is declared redundant to the elementary panel during the years of salary hold back leading to a Teacher Financed Leave under this plan, the Board shall pay to the teacher the full amount of salary withheld up to the time along with any accrued interest, in a manner agreed to by the teacher and the Board.
- If the teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay to the teacher the full amount of salary withheld up to that point, along with accrued interest, in a manner agreed to by that teacher and the Board. If the teacher dies prior to going on leave, the Board shall pay the full

amount of salary and accrued interest on a date specified, in a manner agreed to by the Board and the executor(s) or administrator(s) of the estate.

-While a teacher is on a Teacher Financed Leave, no sick leave shall accumulate, but when the teacher returns to the Board from leave, the teacher shall be credited with the same number of accumulated sick leave days that were accrued before going on leave.

13.08 Leave for Local Officers

- (a) Upon application by the Local, leave will be granted for up to the equivalent of three (3) full-time teachers, one of whom shall be the President of the Local.
- (b) The President of the Local shall receive regular salary and benefits, experience for grid placement and seniority for the period of leave. Additional teachers granted leave under (a) above shall receive regular salary and benefits, experience for grid placement and seniority, provided that the Local reimburses the Board for the full cost of salaries and contributions for benefit plans for the period of leave.
- (c) A teacher on leave in accordance with this Article shall not be entitled to draw on their accumulated sick leave credits during the period of approved leave.
- (d) A teacher returning from a Local leave has the right to be assigned to a teaching position, subject to the corresponding procedures set out in Article 14.
- (e) The Local shall be responsible for any WSIB costs related to injuries which occur during the period of a long-term Local leave, as set out in (a) above.

13.09 Leave for Local Business

- (a) At the request of the Local, the Board may excuse from teaching duties one or more teachers for the purpose of conducting official Union business. Such leave shall be subject to prior arrangements with the Director of Education or designate. Absences may be segments of either

half-days or full days but, in any event, the maximum time of such leave shall not exceed fifty (50) school days in each year, exclusive of negotiations between the parties. Such leave shall not be unreasonably withheld.

- (b) Members of the Local granted leave under 13.09 (a) shall suffer no loss of salary or benefits. The Local agrees to reimburse the Board for the full cost of any Occasional Teachers required to replace teachers on such leave.
- (c) Where a Board committee meeting or a meeting called by a Supervisory Officer requiring Local representation or a negotiation session is convened by the Board during the school day and Occasional Teachers are required to provide coverage, the cost of such Occasional Teachers shall be borne by the Board.

13.10 Provincial Union Leave

- (a) In the event that a member of the Local is elected or appointed to an office with the Elementary Teachers' Federation of Ontario, the Board agrees to give that teacher an indefinite leave of absence without pay.
- (b) It shall be the responsibility of the teacher to notify the Board of their election or appointment to an office with the Union within five (5) days of such election or appointment. Similarly, a teacher returning to teaching from an office with the Union must notify the Board within five (5) days.
- (c) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.

13.11 Political Leave

- (a) In the event that a member of the Local is elected to Provincial or Federal Parliament, the Board agrees to give that teacher a leave of absence without pay for the first elected term. The Board may extend leave for further successive terms.
- (b) It shall be the responsibility of the teacher to notify the Board of their election within five (5) days of the results becoming official and request the granting of leave. Similarly, a teacher returning to teaching from such leave must notify the Board within five (5) days

of leaving office and request placement at the commencement of the next school year.

- (c) Sick leave credits shall not accumulate during the time spent on leave, but when the teacher returns to the Board from leave, they shall be credited with the same number of accumulated sick leave credits that they had before going on leave.
- (d) A teacher on leave in accordance with this Article shall not be entitled to draw on their accumulated sick leave credits during the period of approved absence.
- (e) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.

ARTICLE 14 SENIORITY

14.01

Seniority determination for teachers employed up to and including December 31, 1997:

- (a) Seniority shall be defined as teaching service with the District School Board of Niagara, including its predecessor Boards, attained since the last date of hire.
- (b) Last date of hire, for seniority purposes, shall be the first day of the month in which the Teacher began continuous, uninterrupted employment, modified to include prior periods of employment, under a permanent or probationary contract with the District School Board of Niagara, or its predecessor Boards.
- (c) Teaching service shall include active full-time and part-time employment under a permanent or probationary contract; time spent on approved leave-of-absences while holding a permanent or probationary contract; and time spent on a recall list in accordance with provisions of their predecessor (Niagara South Board of Education and Lincoln County Board of Education) Collective Agreements.
- (d) Notwithstanding the above, under no circumstances is any teacher to have less seniority with the District School Board of Niagara than the teacher had with the Niagara South Board of Education, Lincoln County

Board of Education, or their predecessor Boards, at the time of amalgamation.

14.02

Seniority determination for teachers hired as of January 1, 1998 and thereafter:

- (a) Seniority shall be defined as continuous, uninterrupted teaching service with the District School Board of Niagara attained since the last date of hire.
- (b) Last date of hire, for seniority purposes, shall be the first day of the month in which the Teacher began continuous, uninterrupted employment as a teacher in the bargaining unit, defined in s.277.3(1)1 of the *Education Act*.
- (c) Continuous, uninterrupted teaching service shall include active full-time and part-time employment as a teacher in the bargaining unit which this Agreement covers; time spent on approved leaves-of-absence; and time spent on the recall list.
- (d) Where two or more individuals' total years of employment are the same, the following tie breakers shall be used, as of the staffing process for the 2022-2023 school year:
 - i other employment as a public elementary and/or secondary teacher, under contract or equivalent, in Ontario; and where that is equal.
 - ii days of experience as a DSBN Occasional Teacher reflecting service credit as of August 31st; and where that is equal.
 - iii other employment as an elementary and/or secondary teacher, under contract or equivalent, in Canada; and where that is equal
 - iv lot conducted jointly by the parties.

14.03

Termination of Seniority

The seniority of a teacher shall be terminated, and the teacher's employment deemed at an end, for any of the following reasons:

- i the teacher resigns or retires,

- ii the employment of the teacher is terminated for just and sufficient cause,
- iii the teacher is not recalled within the recall period provided for in this Agreement,
- iv the teacher, while on the recall list, twice refuses an equivalent time position for which the teacher is qualified; and
- v the teacher, while on the recall list, accepts severance pay, as provided under the *Employment Standards Act* or in this Agreement.

14.04

Application of Seniority

A Redundancy

- i A staff reduction shall occur when the projected full-time equivalent number of teachers required for the following school year is less than the number of full-time equivalent teachers employed in the current school year.
- ii If the number of teachers required is less than the number currently employed, the Board shall declare on or before April 30 a number of teachers surplus to the needs of the system equal to the excess identified in A i) in reverse order of seniority.
- iii Teachers initially identified as being redundant to the needs of the system shall be notified in writing by the Superintendent of Human Resources as soon as practical after such identification. Such notice shall be given to the teacher by the Principal or appropriate administrator and shall indicate that the teacher is being declared redundant as a result of a necessary reduction in the number of teaching positions available for the subsequent year. A copy of such notice shall be provided to the Local.
- iv It is understood that Teachers assigned to the position of consultant shall be exempt from the provisions set out in A.i, A.ii and A.iii above and shall not be identified as being redundant to the needs of the system.

B Recall

- i All teachers identified as being redundant shall be placed on the recall list in seniority order.
- ii Teachers on the recall list shall be recalled in order of seniority subject to being qualified to fulfill the program needs and requirements of the vacant position, as determined by the Board.
- iii
 - (a) A teacher previously on a full-time assignment who accepts recall into a part-time assignment shall be entitled to a full-time position, subject to subsequent redundancy.
 - (b) Teachers who were on part-time assignment at the time they were declared redundant shall be recalled to equivalent part-time assignments only, as long as there are teachers who had full-time assignments with recall rights and greater seniority.
- iv The right of recall shall extend for three (3) years commencing with the start of the school year for which the teacher has been declared redundant.
- v Teachers on the recall list shall keep the Board and the Local informed in writing, of any change in qualifications as well as change of address and/or telephone number required by the Board to contact them for possible assignment.
- vi No external hiring shall take place until positions have been offered to redundant qualified or deemed capable Bargaining Unit Members and then to qualified or deemed capable Bargaining Unit Members with less than full-time assignments.

14.05 Seniority List

- (a) Each year a seniority list will be developed indicating each teacher's name and current work location by order of seniority projected to June 30 of the current school year.
- (b) By October 30 of each year, the Board shall forward to the Local, a list of new teachers hired, indicating the first three tie-breaking

criteria. The Local will conduct the tie-breaking draw and forward the results to the Board by November 30.

- (c) By January 10, the Board shall notify the Local of any additional hires. The Local shall conduct any necessary tie-breaking draws and forward the results to the Board by January 25.
- (d) By February 15, a copy of the mutually agreed upon seniority list shall be posted electronically on the Board's internal web site.
- (e) By February 28, the Local will respond, in writing, to the Human Resources Department indicating any disagreement regarding the accuracy of the List.
- (f) By March 15, the Local and representatives of the Board will meet, if required, to resolve any alleged discrepancies, prior to March 31. Decisions made to resolve any discrepancies must be consistent with the terms of this Article.

ARTICLE 15 PART-TIME TEACHING ASSIGNMENTS

15.01 A part-time teacher shall be defined as a teacher employed on a regular basis for less than a full-time teaching load.

15.02 The salary of a teacher employed for less than a normal full-time assignment shall be pro-rated on the basis of the relationship that their work load bears to the work load of a full-time teacher. A teacher on part-time assignment shall have the right to participate in all benefit plans. For purposes of the Board's contribution to benefit premiums, a teacher on a part-time assignment shall have their benefit premiums paid by the Board on a pro-rated basis.

15.03 A teacher with a part-time teaching assignment who, prior to February 1st, requests an increase in their teaching assignment commencing the following school year shall be offered such increase or partial increase, before the commencement of school, prior to the hiring of new teachers, subject to the redundancy provisions of Article 14 and the following considerations:

- a position actually exists to be offered;
- seniority;
- the teacher is qualified for the position;

- the instructional time of the teaching assignment can be filled (e.g. geography, timetables).

Increases after the commencement of the school year may be considered provided that the teacher's current school has no disruption to its organizational structure.

Such increases as set out above are subject to the final approval of the Superintendent of Human Resources.

ARTICLE 16 NOT RESPONSIBLE FOR DIAGNOSIS OR MEDICATION

16.01 The Board shall not require any teacher to administer medication or perform any medical or physical procedure on any students.

ARTICLE 17 METHOD OF PAY

17.01 A teacher's annual salary, for the contract year, as determined under Article 20, shall be paid as follows:

- 4.167% on the 15th and the last day of the months of September to August, provided that if the 15th or the last day falls on a Saturday, Sunday or Holiday Monday, then the salary payments will be issued on the preceding Friday.

Applicable payroll deductions will be made from each of the payments detailed above.

17.02 The Board will provide to teachers on each pay period a record of cumulative sick days and year-to-date salary.

17.03 Effective October 30, 2005, the following information will be available to each teacher through the Employee Portal.

- (a) Grid Placement
- (b) Employee Benefit Coverages

The teacher shall notify, in writing, the Human Resources Department of any errors or omissions.

17.04 Notwithstanding the provisions of Article 17.01 above, a teacher upon the termination of their employment with the Board shall, at that point have their salary adjusted in accordance with Article 17.05 to reflect the actual amount earned.

17.05 A teacher is entitled to be paid their annual salary in proportion to the sum of the total number of school days on which the teacher performs their duties (or is paid pursuant to this Agreement) bears to the sum of the total number of school days in the school year.

ARTICLE 18 WORK LOAD

18.01 Lunch

Each teacher shall be entitled to an uninterrupted and continuous period of not less than forty (40) minutes per day for lunch, free from regularly scheduled supervisory or teaching duties.

18.02 Travel Between Schools

A teacher who is assigned duties at two (2) or more locations on the same day shall have adequate time to travel between locations, exclusive of preparation time. If travel must occur during recess or lunch period, the teacher will not be assigned supervisory or bus duties beyond the instructional day, except in an emergency.

18.03 Instructional Day

- (a) The instructional day shall be three hundred (300) instructional minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the student's dismissal from school for the day exclusive of lunch and recess/nutrition break(s).

Preparation Time

- (b) Preparation time shall be used for professional activities as determined by the teacher and shall be scheduled exclusive of morning and afternoon recesses, lunch period, nutrition/fitness breaks, and during the instructional day as defined in Article 18.03 (a).
- (c)
 - i) The Board will endeavour to assign preparation time in units as large as possible. Notwithstanding, preparation time will be assigned in units of not less than twenty (20) minutes.

- ii) Preparation time will be pro-rated for part-time teachers.
 - iii) Preparation time coverage will be provided only for classroom teachers (including self-contained special education and student support centres).
- (d) Effective August 31, 2012, in developing class and teacher timetables, principals shall schedule the equivalent of two hundred and forty (240) minutes per cycle of five (5) instructional days, or four hundred and eighty (480) minutes per ten (10) day cycle non-instructional time, within the instructional day, as defined in Article 18.03 (a).
- (e) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- (f) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-2009 level, generated within twenty (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.
- (g) Missed preparation time shall only be rescheduled where a teacher is required by the Principal to provide instruction during their 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.

18.04

Teacher-Librarians

- (a) Teacher-Librarians should hold at least or be enrolled in Part I of the Ministry of Education qualifications. To be appointed, Teacher-Librarians should have had at least three (3) years of classroom experience.
- (b) Teacher-Librarians will be allocated through guidelines developed by the System Staffing Committee.

Teacher-Librarians will be allocated on the basis of enrolment using actual student number, not FTE, according to the following guidelines:

1	-	199 students	0.2
200	-	374 students	0.3
375	-	449 students	0.4
450	-	549 students	0.5
550	+	students	0.6

- (c) Teacher-Librarians will be allocated, using the Projected Enrolment figures as of April 1st. The Board will have the discretion to adjust the appointments according to actual enrolments in September. During the school year, enrolment fluctuations will not change the Teacher-Librarian allocation.

18.05

Class Size

- (a) The System Staffing Committee (as defined in Article 19.06), using the system-wide average class size guidelines set out below, will annually determine grade and divisional staffing to ensure that the system-wide average class size of twenty-four and one-half (24.5), or such other average established by the Ministry of Education, is not exceeded.

Junior Kindergarten	23
Senior Kindergarten	23
Grades 1 and 2	23
Grade 3	26
Junior	29
Intermediate	29

- (b) JK and SK classes may be adjusted, after consideration by the principal, appropriate Supervisory Officer and the Local, if the number of students exceeds twenty-four (24) per class.
- (c) The Board will investigate any class size that exceeds the class size guidelines by 10% by the second Friday following Labour Day and will attempt to resolve the situation, where possible. Such adjustments shall be within the staff provided for in the elementary classroom instruction line of the Provincial Funding Formula.

- (d) The System Staffing Committee will consider the number of integrated special education students when allocating staff to schools.

18.06

Supervision Time

- (a) Supervision time shall be defined as the time teachers are assigned to supervise students outside the three hundred (300) minute instructional day, as defined in Article 18.03 (a). Unless specifically assigned, teachers

shall not be required to perform supervisory duties outside of the instructional day, as defined in Article 18.03(a).

For greater certainty, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and other assigned duties undertaken before the beginning of opening exercises in the morning or the start of instruction, whichever comes first, before the commencement of classes following the lunch interval, during recesses or after the instructional day, as defined in Article 18.03 (a).

- (b) No teacher shall be assigned supervision time in excess of the equivalent amount of supervision time assigned in their school as of March 1, 2005, subject to modifications or changes in assignment or workplace.

Effective on the date of ratification, the maxima of supervision minutes for elementary teachers will be eighty (80) minutes within each period of five (5) instructional days or one hundred and sixty (160) minutes within each period of ten (10) instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.

- (c) Supervision time for teachers in less than a full-time assignment shall be pro-rated.

18.07

Regular Staff Meetings

Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meeting shall be held no more than once per month on average. Each meeting shall be no more than seventy-five (75) minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers. Regularly

scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and Board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.

18.08 Teacher Absence

The Board shall make every effort to provide a qualified occasional teacher when a classroom teacher is absent. Teachers will not normally be required to assume the instructional and/or supervision duties caused by another staff member's absence.

Reporting of Absence

- 18.09 (a) For the purpose of reporting an unanticipated absence, a teacher should make an entry in Easy Connect prior to 6:45 a.m. on the day of absence. Provided such entry is made before the specified time, this shall be the only reporting of absence required.
- (b) If it is necessary for a teacher to report an unanticipated absence after 6:45 a.m., the teacher shall make a phone call to the teacher's school, as directed by the school administration, and make an entry in Easy Connect if so directed.

Scheduled Work Day

18.10 The scheduled working day for all teachers will be eight (8) hours for the purpose of Record of Employment (R.O.E.) only.

Extracurricular Activities

18.11 It is understood that extra-curricular activities are voluntary.

ARTICLE 19 STAFFING

19.01 Surplus to School Declaration

- (a) The Superintendent of Human Resource Services responsible for staffing or designate shall forward to each school and the Local, the required complement of teachers to be assigned for the next school year.

- (b) The needs of the program are the first consideration in the determination of school surplus. Save and except staffing considerations occasioned by school closures, the least senior teachers shall be declared surplus to a school.
- (c) If it is necessary to declare teacher(s) surplus to the needs of a school, the following exemption shall apply:

Teachers within one (1) year of retirement shall not be declared surplus to the needs of a school (one (1) time only).
- (d) By May 1, or other date as mutually determined by the Superintendent of Human Resource Services and the Local, each Principal shall inform each teacher who is surplus to the needs of a school and send the names of all surplus teachers to the Superintendent of Human Resource Services to be compiled into a Surplus List. The Superintendent of Human Resource Services shall forward a copy of the surplus list to the principal of each school and to the Local.
- (e) First consideration shall be given to teachers declared surplus to remain at their school should a position for which the teacher is qualified become available prior to the last school day of the current school year.
- (f) A teacher may volunteer to be the staff member deemed surplus to the needs of the school during this process.

19.02

Postings

- (a) Each principal shall communicate to all teachers on their staff their projected job assignment for the following school year prior to the first posting. The principal shall report all vacancies in their school to the Superintendent of Human Resource Services by May 1, or other date as mutually determined by the Superintendent of Human Resources and the Local. The vacancies shall be compiled into a job posting. A copy of the job posting shall be posted electronically and a copy shall be forwarded to the President of the Local.
- (b) All postings shall be posted electronically for a minimum of two and one-half (2 1/2) school days, or such other period of time as may be determined by the Superintendent of Human Resource Services and the Local, before a position is offered to any teacher.

- (c) All teachers covered by this Agreement, except for redundant teachers, may apply for any vacancy from the job posting(s) for which they are qualified.
- (d) Teachers hired as French Teachers are committed to teaching French for a period of five (5) years. Should a newly hired French Teacher wish to apply to a non-French assignment within the 5-year period and the Board has secured sufficient French staff, the Board may consider the teacher's application for a non-French position.

19.03 **Surplus to the Needs of a School**

- (a) Teachers who have been declared surplus to the needs of a school are encouraged to apply for the posted positions for which they are qualified.
- (b) If no position has been secured by the teacher who is surplus to the needs of a school, it shall be the responsibility of the Superintendent of Human Resource Services to ensure that such teacher is assigned to a vacant position for which they are qualified.

19.04 **Redundant Teachers**

Teachers remaining on the Redundancy List as of May 31 shall have their employment terminated by the Board effective August 31 of the current school year and shall be afforded recall rights in accordance with the provisions set out in Article 14.

19.05 **Transfer**

- (a) Voluntary Transfer- Teachers wishing to be considered for voluntary transfer shall notify the Board by April 5 as per the process identified in appendix X.
- (b) Administrative Transfer - Teachers being considered for an administrative transfer by the Board will be notified by April 1 as per appendix Y.
- (c) A teacher who is administratively transferred during the school year between September 1 and May 31, shall where possible be provided with a minimum of one (1) preparation day to complete the move and prepare the new classroom.

19.06

System Staffing Committee

A System Staffing Committee shall be established consisting of up to three (3) representatives each of the Board and the Local. The System Staffing Committee may request the attendance of additional resource personnel employed by the Board. Prior to October 31, the System Staffing Committee shall meet to review the assignment of teachers to schools and class sizes. Prior to April 1 of each year, the System Staffing Committee shall meet to examine and make recommendations related to the number of teachers assigned based on the Official Projected Enrolment and on the staffing process.

19.07

Hiring New Staff

- A No new teachers shall be hired until the following conditions have been met:
- (a) All teachers surplus to the needs of schools have been placed;
 - (b) All redundant teachers on the recall list have been placed in accordance with Article 14.04 (b);
 - (c) The considerations as set out in Article 15.03 have been satisfied.
- B Notwithstanding the provisions set out in the foregoing Article 19.07 (a), the Superintendent of Human Resource Services, after having posted the position, in consultation with the System Staffing Committee, may proceed to offer employment to new teachers which will be required when a shortage of teachers to meet the needs of specialized programs (i.e. FSL, specialized Special Education) is projected.

ARTICLE 20

SALARIES AND ALLOWANCES

- 20.01 (a) Each teacher shall be paid a basic annual salary in accordance with the teacher's position on the appropriate Salary Scale as set out in Article 20.02 and where applicable such other allowances.
- (b) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of Continuing Education teaching experience for the purpose of grid placement.

20.02 (a) **Basic Salary Scale – Teachers**

Effective September 1, 2021

Years of Teaching Experience	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	46,039	50,788	52,206	58,490	61,095
1	50,667	55,999	57,451	64,102	67,155
2	55,022	60,055	61,963	68,681	72,084
3	58,454	63,663	65,766	73,048	76,024
4	61,302	66,952	69,230	76,693	80,710
5	64,215	70,246	72,699	80,336	84,634
6	66,970	73,538	76,167	83,979	87,663
7	69,922	76,830	79,627	87,616	90,631
8	72,942	80,118	83,096	91,262	94,459
9	75,616	83,049	86,161	94,905	98,304
10	77,462	85,098	88,817	97,817	102,836
11	80,238			100,109	107,387
Ultimate	85,098				

Effective September 1, 2022

Years of Teaching Experience	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	47,421	52,312	53,772	60,244	62,928
1	52,187	57,679	59,174	66,025	69,169
2	56,673	61,856	63,822	70,741	74,246
3	60,208	65,573	67,739	75,240	78,304
4	63,141	68,960	71,307	78,994	83,131
5	66,141	72,353	74,880	82,746	87,173
6	68,979	75,744	78,452	86,498	90,293
7	72,019	79,135	82,016	90,244	93,350
8	75,130	82,522	85,589	94,000	97,293
9	77,884	85,540	88,746	97,752	101,254
10	79,786	87,651	91,481	100,751	105,921
11	82,645			103,112	110,609
Ultimate	87,651				

Effective September 1, 2023

Years of Teaching Experience	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	48,843	53,881	55,385	62,052	64,816
1	53,752	59,409	60,950	68,006	71,244
2	58,373	63,712	65,737	72,864	76,474
3	62,014	67,540	69,771	77,497	80,654
4	65,035	71,029	73,446	81,363	85,625
5	68,125	74,524	77,127	85,229	89,788
6	71,048	78,017	80,805	89,093	93,002
7	74,180	81,509	84,477	92,952	96,150
8	77,384	84,998	88,156	96,820	100,212
9	80,221	88,106	91,409	100,684	104,291
10	82,179	90,280	94,226	103,774	109,099
11	85,124			106,206	113,927
Ultimate	90,280				

Effective September 1, 2024

Years of Teaching Experience	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	50,186	55,363	56,908	63,758	66,599
1	55,231	61,043	62,626	69,876	73,204
2	59,978	65,464	67,545	74,867	78,577
3	63,719	69,397	71,690	79,628	82,872
4	66,823	72,982	75,466	83,601	87,980
5	69,999	76,573	79,248	87,573	92,257
6	73,002	80,162	83,027	91,543	95,559
7	76,220	83,751	86,800	95,508	98,794
8	79,512	87,335	90,581	99,483	102,967
9	82,427	90,529	93,922	103,453	107,159
10	84,439	92,763	96,817	106,628	112,099
11	87,465			109,126	117,060
Ultimate	92,763				

Effective September 1, 2025

Years of Teaching Experience	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	51,441	56,747	58,331	65,352	68,264
1	56,611	62,569	64,191	71,623	75,034
2	61,478	67,101	69,233	76,739	80,541
3	65,312	71,132	73,482	81,619	84,943
4	68,494	74,807	77,352	85,691	90,180
5	71,749	78,488	81,229	89,762	94,564
6	74,827	82,166	85,103	93,832	97,948
7	78,125	85,845	88,970	97,895	101,264
8	81,500	89,518	92,845	101,970	105,542
9	84,487	92,792	96,270	106,040	109,838
10	86,550	95,082	99,237	109,293	114,902
11	89,652			111,854	119,987
Ultimate	95,082				

(b) **Basic Salary Scale – Consultants**

Consultants appointed February 1, 2009 and thereafter:

Teachers appointed to the position of Consultant after ratification of this Agreement and thereafter will receive the following annual allowance over and above their basic salary scale as set out in Article 20.02 (a) above:

Effective September 1, 2021	\$8,593
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- (c) Notwithstanding 20.02 (c) above, a teacher who has been appointed to the position of Consultant prior to February 1, 2009 and is reappointed to the position, shall continue to be compensated in accordance with the salary grids set out in 20.02 (b) above while remaining in the position.

20.03

Post-Graduate Degrees

- (a) Teachers employed by the Board on August 31st, 1998 and in receipt of allowances for post-graduate degrees shall continue to be compensated for such degrees in accordance with the provisions of the Collective Agreement under which they were employed on August 31st, 1998.
- (b) Effective September 1, 1998, teachers shall be entitled to a one-time payment of \$1,768 per post graduate degree upon the completion of the degree and providing documentation acceptable to the Board. Post graduate degrees shall be defined as a Master's degree, Doctorate degree or equivalent recognized by a Canadian university. The teacher shall qualify for only one Master's degree and only one Doctorate of Philosophy degree or equivalent. Such one-time payment will only be available where the entire degree is in addition to the requirements for Category (Group) placement.

20.04

Related Trade Experience - Design and Technology Program

- (a) Effective September 1, 2002:

At the discretion of the Board, related trade experience may be recognized as teaching experience for salary grid placement year for year, up to a maximum of five (5) grid steps for Teachers assigned to teach the Design and Technology program.

A year of related trade experience will be deemed to consist of twelve (12) months of such experience

The years calculated for related experience shall be those in excess of the years required to obtain entrance to an Ontario Faculty of Education. The onus shall be on the Teacher to produce evidence of such experience at the time of hiring.

Under no circumstances may recognition of any related trade experience result in the appropriate salary for a teacher exceeding the salary level maximum in the salary schedule.

- (b) In the event that the Ministry of Education issues guidelines pertaining to related experience different from those set out in (a) above, such guidelines shall be used to determine related experience no sooner than the school year following the issuance of the guidelines.

20.05 Teachers with positions of added responsibility, other than those teachers completing term positions, whose salary is reduced as a result of the removal, reclassification, or renaming of their position shall receive the difference between their former salary and new salary for a period of one (1) year.

ARTICLE 21 ACCESS TO FILES

21.01 A teacher shall be provided with a copy of any written report directly pertaining to that teacher within three (3) school days of the report being signed.

21.02 A teacher shall sign any such report for the sole purpose of indicating that a copy of the report has been received. Such signature does not suggest agreement or disagreement with the content of the report. Teachers shall be able to append attachments to such reports.

21.03 A teacher, or designate in writing, shall have access to the teacher's personnel file held by the Board or agent of the Board and shall be entitled to make a reasonable number of copies, without cost, of any materials contained therein. The teacher (or designate) shall make application in writing, to the Human Resource Services Senior Manager, Employee Relations, who shall upon receipt of the request arrange for

access to the file within three (3) school days. Before being allowed to access their file, the teacher (or their designate) shall be required to provide proof of identity.

21.04 After two (2) years following the issuance of a letter of discipline, such correspondence or record of disciplinary action shall be removed from the teacher's personnel file provided that there has been no reoccurrence of that or a similar incident within the two (2) year period.

21.05 A teacher wishing to have documents removed, as referenced above in Article 21.04, shall make application, in writing, to the Human Resource Services Senior Manager, Employee Relations through the President of the Local.

21.06 The Board agrees that employee files, including files containing medical information and information pertaining to Criminal Reference Checks, shall be kept in a secure location at the Board's Education Centre.

ARTICLE 22 COMMUNICATION

22.01 This collective agreement will be posted on the District School Board of Niagara's internal web site within thirty (30) days of the signing of the agreement.

22.02 Current Board policies are available electronically to the Local and all members covered by this Collective Agreement.

22.03 The Board will consult with the Local prior to implementing any change in the school calendar.

22.04 The Superintendent of Human Resources (or designate) will provide to the Local President a list of newly hired bargaining unit members showing their names and worksites within ten (10) school days of the appointment.

22.05 On their respective websites, each party shall provide a link to the other party's website.

ARTICLE 23 TRAVEL ALLOWANCE

23.01 Teachers required to travel in the performance of their regular duties shall be compensated according to the terms and conditions set out in the applicable Board policy.

ARTICLE 24 PROFESSIONAL DEVELOPMENT FUND

24.01 The Board agrees to remit, annually, the sum of \$120,000 to the Local for the educational and professional development of its members.

24.02 The amount referred to in Article 25.01 shall be paid to the Local by September 30 of each school year.

24.03 The Local shall be empowered to make disbursements up to the limit of the transferred funds, and to issue cheques to individual members according to procedures and schedules established by the Local.

24.04 Each year, the Local shall forward to the Board an audited financial statement accounting for disbursements from the fund, including administrative charges.

ARTICLE 25 NEWLY CREATED POSITIONS OF ADDED RESPONSIBILITY

25.01 Should the Board create a new position of added responsibility to be filled by a teacher who would come under this collective agreement, the Local and the Board shall negotiate and reach an agreement on the annual salary and the allowances, if any, the duties, responsibilities, qualifications and other circumstances affecting the filling of the position, before an appointment is made. If no agreement is reached, the matter may be submitted to arbitration. The annual salary and allowances, if any, shall be payable from the effective date of the appointment.

25.02 The Board shall post electronically a notice of every new position of added responsibility and every vacancy at least ten (10) school days before the position or vacancy is to be filled.

25.03 All postings shall include the title of the position, a job description, requisite experience, if any, qualifications, annual salary and applicable

allowances, effective date and, if it is a temporary vacancy, the probable duration.

ARTICLE 26 RIGHT TO PARTICIPATE IN UNION ACTIVITIES

26.01 The Board agrees not to penalize or discriminate against any teacher for participating in the lawful activities of the Local and/or the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

ARTICLE 27 EVALUATION / PEER COACHING AND MENTORING

27.01 Only supervisory officers and elementary principals and vice-principals shall evaluate a teacher's competence using an evaluation policy/procedure developed in consultation with the Local. No member of the Union shall be required or requested to evaluate a teacher's competence.

27.02 The Board and the Local agree that Teacher Performance Appraisal (New Teacher Induction Program (NTIP), Performance Appraisal for Experienced Teachers (PAET)), shall be conducted in accordance with the *Education Act*, relevant legislation, and in accordance with the Ministry of Education's technical manuals.

27.03 Except as otherwise required in the *Education Act* or in regulation, no teacher shall be required to act as a peer coach or mentor to another teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any teacher.

ARTICLE 28 NOTICES

28.01 Each teacher, either active or on leave, shall keep the Human Resources Department informed, in writing, of their current address and telephone number. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach such teacher, and any notice sent by the Board by registered mail to the address of the teacher which

appears on the Board's Human Resources records shall be conclusively deemed to have been received by the teacher.

ARTICLE 29

OCCUPATIONAL HEALTH AND SAFETY ACT

29.01

The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.

Voluntary Transfer Process – Appendix X

1. Teachers who wish to request a voluntary transfer must notify their Administrator and apply no later than April 5 of each school year. The application will include a preference form, ranking their preferred division in which they are qualified and at least four (4) geographical areas. Teachers may be placed in any vacancy for which they are qualified and in any geographical area selected by the teacher. Should there not be a vacancy in a selected geographical area the teacher will be contacted regarding additional options.
2. Based on positions available, and by order of seniority, the most senior applicants will be eligible for transfer per school year. Eligible teachers shall not exceed 25% of full-time equivalent vacancies.
3. Once teachers are declared eligible to participate in the voluntary transfer process, they will give up their current position at their school.
4. Teachers are encouraged to apply to posted vacancies during posting one (1).
5. Teachers who have not secured a placement by the end of posting one (1), will be placed in order of seniority in a vacancy prior to posting two (2). Teachers may continue to apply for vacancies throughout the remaining posting process.
6. Teachers will be provided two (2) options for placements if available. Teachers must accept one of the placement offers as soon as possible but not later than fifteen (15) minutes of the offer being made.
7. A teacher who has been successful in the transfer process, is not eligible to reapply for 5 school years. In the event of exceptional circumstances, through discussion between DSNB and ETFO, a teacher may be considered for the transfer process prior to the five (5) year restriction.
8. No teacher involved in NTIP or an unsatisfactory TPA will be considered for voluntary transfer unless there are exceptional circumstances.

Appendix X is subject to review annually by the Board and Union after September reorganization and before November 15. Amendment of these processes will be by mutual agreement.

Administrative Transfer Process – Appendix Y

1. The Administrator shall consult with their Area Superintendent on or before February 28 to discuss any potential Administrative Transfers with rationale.
2. By the Friday before March Break, each Area Superintendent will meet with the Union to discuss potential Administrative Transfers either in person or online. Area Superintendent attendance at the potential administrative transfer meeting with the Principal, Teacher and Union in three (3) below shall be discussed.
3. By April 1, and before the voluntary transfer deadline the Administrator shall meet with the teacher and Union to share with the teacher their Administrative Transfer.
4. Within ten (10) days following the meeting with the teacher, the teacher receives written notification of the Administrative Transfer.
5. A teacher who is administratively transferred may participate in the posting process.
6. No teacher involved in NTIP or an unsatisfactory TPA will be considered for an administrative transfer unless there are exceptional circumstances.
7. An administrative transfer is to a school and the teacher will be given their projected teaching assignment based on their areas of qualification. Upon mutual consent between the administrator and the teacher, a teacher may teach outside of their areas of qualification.
8. In exceptional circumstances, the Board reserves the right to make decisions outside the above timeline after consideration of input from the Union. The intent of the language would be to address such things as harassment, violence in the workplace, domestic violence, FACS issues or any other similar matter that would be detrimental to the school community.

Appendix Y is subject to review annually by the Board and Union after September reorganization and before November 15. Amendment of these processes will be by mutual agreement.

The foregoing is the 2022-2026 Collective Agreement between the District School Board of Niagara and the Elementary Teachers' Federation of Ontario, represented by ETFO, Niagara.

Dated at St. Catharines, Ontario this _____ day of _____ 2024.

Signed on behalf of the District School Board of Niagara:

S. Barnett, Chair

S. Barnett

K. Pisek, Director of Education and Secretary

Kelly Pisek

Signed on behalf of ETFO, Niagara:

SS *W. Hynes*

B. B.

Jennifer Sims Murray

Christine H. Hovner

Sarah, Hahn

Paul Waldie

Sharon Oshier


TRB


LETTER OF INTENT No. 1
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
NIAGARA


It is the intention of the Parties that:

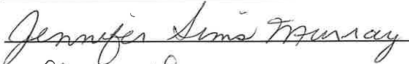

1. The length of the school year shall be the minimum required under the *Education Act* (currently 194 days).
2. Teachers who are requested by the Principal or Supervisory Officer and agree to carry out administrative duties outside of the school year (currently 194 days) shall receive an equivalent number of compensating days during the school year to be scheduled at times mutually agreed by the Principal or Supervisory Officer and the teacher.

On behalf of
ETFO, Niagara







On behalf of the
District School Board of Niagara

Dated at St. Catharines, Ontario, this 24th day of April 2009.

LETTER OF INTENT No. 2
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
NIAGARA

Curriculum Initiatives/Program

The Local President (or designate) will be invited to attend monthly School Support Services Administrative Team Meetings.

The Local President (or designate) may submit agenda items to the Chair of the School Support Services Administrative Team for consideration.

On behalf of
ETFO, Niagara







Jennifer Anna Murray
Christine Horner

On behalf of the
District School Board of Niagara

Dated at St. Catharines, Ontario, this 24th day of April 2009

LETTER OF INTENT No. 3
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
NIAGARA

RE: Elementary Achievement Software Program Access

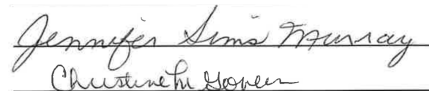
Teachers will be provided with access to the Board's reporting software program at least two (2) weeks prior to the system-wide established due date for submission of progress reports and three (3) weeks prior to the system-wide established due date for submission of report cards to school administration, notwithstanding any unforeseen circumstances such as: Board-related Information Technology interruptions including data collection and input, network or programming failures or complications. Should such instances occur, submission dates will be adjusted accordingly.

On behalf of
ETFO, Niagara








Christine H. Brown

On behalf of the
District School Board of Niagara


Dated at St. Catharines, Ontario, this 30th day of November 2015


LETTER OF INTENT No. 4
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
NIAGARA


RE: Use of Classroom – Childcare

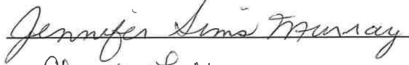
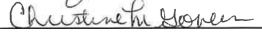
Bearing in mind the Board's contractual obligations to child care providers and compliance obligations under the Ontario Early Years Policy Framework and Schools First Child Care Policy, The Child Care and Early Years Act, and in alignment with the vision for the Early Years with the Province of Ontario, or other applicable legislation, the Board, where there is an empty classroom in a school which is suitable in accordance with appropriate Ministry guidelines and legislation, or where there are alternate scheduling options available for students, will, where possible assist in facilitating such actions resulting in the provision of teachers with access to Board classrooms for fifteen (15) minutes prior to the start of an instructional day, in applicable locations, with every reasonable effort made in conjunction with third party stakeholders to provide up to thirty (30) minutes prior, and with an effort made to provide some time after school where possible.

On behalf of
ETFO, Niagara







On behalf of the
District School Board of Niagara

Dated at St. Catharines, Ontario, this 30th day of November 2015

LETTER OF INTENT No. 5
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
NIAGARA

RE: Violence in Schools

The Board and Union agree to work towards a reduction of violence within schools. As such, there is a commitment from both parties to meet as a working group under the DSBN Safe Schools Policies, Procedures and Guidelines as follows:

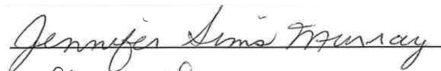
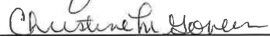
- A working group comprised of the DSBN Safe Schools Superintendent, representatives from the Special Education Administrator team (as required) and the Union Executive team will meet twice annually (either virtually or in-person) in November and March during the life of the 2022 – 2026 Collective Agreement.
- Representatives of the working group will be limited to three (3) members from each side, unless mutually agreed upon.
- The purpose of the meetings will be to discuss items of mutual concern related to Violence in Schools, with a joint agenda to be published not later than two weeks prior to the meeting date.
- The Board reserves its right to make final decision on Policies, Procedures and Guidelines after consultation in these local working group meetings.

On behalf of
ETFO, Niagara







On behalf of
District School Board of Niagara

Dated at St. Catharines, Ontario, this _____ day of _____, 2023.

LETTER OF UNDERSTANDING No. 1
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
NIAGARA

Release Time for Assessment, Evaluation and Report Cards


In the 2009-2010 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the first reporting period.


Effective in 2010-2011, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one (1) prior to the first reporting period and one (1) prior to the second reporting period.


Effective in 2020-2021, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one (1) prior to the first reporting period; one (1) prior to the second reporting period.

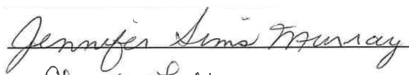
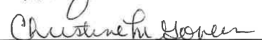
One half (0.5) day of self-directed professional activity will also be designated as lieu time for conducting parent teacher interviews on a Principal designated evening the week prior to the November PD Day. This half day would be taken on the designated November PD Day in the afternoon.

On behalf of
ETFO, Niagara







On behalf of the
District School Board of Niagara

Dated at St. Catharines, Ontario, this 25th day of May 2020.

LETTER OF UNDERSTANDING No. 2
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
NIAGARA

RE: Article 13.09 Leave for Local Business

The parties agree that in Article 13.09 (a), the local union leave day annual limit will be revised to fifty (50) school days, however, the Board recognizes that on no more than two (2) occasions per school year, the Union may request the mass release of stewards (twenty or more stewards). For purposes of such leaves, provided there is at least a minimum of three (3) weeks' notice and there are no operational concerns such as first day of school, last day of school, PD days, early release days, report cards (timely submission, completion and review with parents/guardians), EQAO, graduation, school trips (as may pertain to individual stewards being released), permission will not be unreasonably denied and days granted for such leaves shall not count against the fifty (50) day annual limit. The local Union agrees to reimburse the Board for the full cost of any occasional teachers required to replace teachers on such leave as outlined in Article 13.09 (b).

On behalf of
ETFO, Niagara







Jennifer Anna Murray
Christine M. Hosen

On behalf of the
District School Board of Niagara

Dated at St. Catharines, Ontario, this 30th day of November 2015

LETTER OF UNDERSTANDING No. 3
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
NIAGARA


RE: Personal Unpaid Leave Days


In addition to language presently contained in Article 13, the following shall apply provided they are not detrimental to Board Operations with the intent of this language being these leaves shall not interfere with events or processes such as – first day of school, last day of school, PD days, early release days, report cards (timely submission, completion and review with parents/guardians), EQAO, graduation, school trips (as may pertain to individual being released). In addition, granting of such leaves would be contingent on sufficient availability of replacement occasional teachers:


- 1.) Each teacher shall request this leave using the Board Leave of Absence electronic entry system (currently Easy Connect) and shall be granted a maximum of three (3) unpaid leave days per person, per school year.

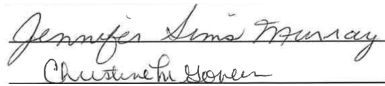
- 2.) At the teacher's request, the above-noted leaves may be taken as single days and/or consecutive days.

On behalf of
ETFO, Niagara









On behalf of the
District School Board of Niagara

Dated at St. Catharines, Ontario, this 30th day of November 2015