

COLLECTIVE AGREEMENT

Between:

THE ALGOMA DISTRICT SCHOOL BOARD

AND THE

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO;
ADULT LITERACY**

AND BASIC SKILLS INSTRUCTORS

For the period commencing

APRIL 1, 2022 TO AUGUST 31, 2026

Click on a page number in the Central and Local Terms' Table of Contents for quick location of an article reference.

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C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) 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 local terms.

C1.2 Implementation

- a) 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 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

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

C2.00 DEFINITIONS

- C2.1** The “Central Parties” shall be defined as the Employer bargaining agency, the Council of Trustees’ Association (CTA) and the employee bargaining agency, the Elementary Teachers’ Federation of Ontario (ETFO), each being a “Central Party”)
The Elementary Teachers’ Federation of Ontario (ETFO) refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014*, as amended (SBCBA) for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The Council of Trustees' Associations (CTA) refers to the designated Employer bargaining agency pursuant to subsection 21 (6) of the SBCBA for central

bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The CTA is composed of:

1. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
2. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C2.2 “Term assignment” means, in relation to an employee,

- i. a term assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment.

C2.3 “Casual Employee” means,

- i. a casual employee within the meaning of the local collective agreement,
- ii. if clause (a) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. if clauses (a) and (b) do not apply, an employee who is not regularly scheduled to work.

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

- a) In accordance with Section 41(1) of the SBCBA, the term of this collective agreement, including central terms and local terms, shall be for a period of four years from September 1, 2022 to August 31, 2026.

C3.3 Where Term Less Than Agreement Term

- a) 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

- a) 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

- a) In accordance with Section 42 of the SBCBA, 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 SBCBA, 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, 1995*, as amended.
- b) Notice to commence bargaining shall be given by a central party:
 - i. within ninety (90) 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 pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the SBCBA, central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- i) 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.

- ii) The “Central Parties” shall be defined as the Council of Trustees’ Association (CTA) and the Elementary Teachers’ Federation of Ontario (ETFO), each being a “Central Party”).
- iii) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- iv) For the purpose of the Central Grievance Process only “days” shall mean school days.

C4.2 Central Dispute Resolution Committee

- i) There shall be established a Central Dispute Resolution Committee (Committee), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- ii) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- iii) The Central Parties shall each have the following rights:
 - a. To file a dispute as a grievance with the Committee.
 - b. To engage in settlement discussions.
 - c. To mutually settle a grievance in accordance with iv) a., below.
 - d. To withdraw a grievance.
 - e. To mutually agree to refer a grievance to the local grievance procedure.
 - f. To mutually agree to voluntary mediation.
 - g. To refer a grievance to final and binding arbitration at any time.
- iv) The Crown shall have the following rights:
 - a. To give or withhold approval to any settlement by CTA.
 - b. To participate in voluntary mediation.
 - c. To intervene in any matter referred to arbitration.
- v) 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.
- vi) 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.

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

C4.3 The grievance shall specify:

- i) Any central provision of the collective agreement alleged to have been violated.
- ii) The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii) A detailed statement of any relevant facts.
- iv) The remedy requested.
- v) A grievance under this provision is not invalidated as a result of a technical deficiency under 4.3 i), ii), iii) or iv), above.

C4.4 Referral to the Committee

- i) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- ii) A central party shall refer the grievance to the Committee 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.
- iii) The Committee shall complete its review within ten (10) days of the grievance being filed.
- iv) 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.
- v) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

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

- ii) 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.
- iii) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

- i) Arbitration shall be by a single arbitrator.
- ii) The Central Parties shall select a mutually agreed upon arbitrator.
- iii) 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.
- iv) The Central Parties may refer multiple grievances to a single arbitrator.
- v) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.00 PROVINCIAL BENEFITS PLAN

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 (the "ETFO ELHT"). The date on which the 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 education workers 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, 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.

C5.3 Funding

- a) The annual per FTE funding shall be as follows:
 - i. September 1, 2022: \$5,712.00
 - ii. September 1, 2023: \$5,769.12
 - iii. September 1, 2024: \$5,826.82
 - iv. September 1, 2025: \$5,885.08
 - v. August 31, 2026: \$6,120.48

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

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H – staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions will be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) 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.

- d) 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.
- e) 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 lockout resulting in ETFO education workers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO education worker 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 lockout
 - ii. Divide i) by 225 days
 - iii. Multiply ii) by the number of strike or lockout days for ETFO education workers at the school board.

C5.5 Benefits Committee

A benefits committee comprised of equal representation from ETFO, the CTA, 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, will remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for casual or term employees as a term of the local collective agreement in effect as of August 31, 2014, the boards will 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.

C6.00 CENTRAL LABOUR RELATIONS COMMITTEE

- 6.1 The Council of Trustees' Association (CTA) and ETFO agree to meet as the joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- 6.2 Either Party may also request an informal meeting, outside of the CLRC, to bring forward matters of mutual interest. If the Parties are unable to resolve the matter informally, it may be brought forward as an agenda item to the CLRC.
- 6.3 The Committee may convene a meeting upon the request of either party.
- 6.4 The Parties to the Committee agree that any discussion either informally or at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.
- 6.5 The committee shall include two (2) representatives from ETFO and two (2) representatives from the CTA. The Parties agree that the Crown may attend meetings.
- 6.6 Additional representatives may attend as required by each party.

C7.00 SICK LEAVE

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 employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees 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 employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees 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. An employee 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 an employee 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 employee 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 employee until the employee has completed

eleven (11) consecutive working days at their full FTE without absence due to illness.

- iv. Where an employee 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 employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee 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 regular/permanent employee 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 employee recovers from an illness or injury, the employee may use any unused sick/short-term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.

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

- i. Employees 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 employees 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 Employees in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to employees in a Term Assignment:

- i. Employees in a Term 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. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Employees in a Term 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 Term Assignment compared to the full working year of their classification in accordance with the allocation in (i) above.
- iii. Where the length of the Term 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. An employee on a Term Assignment who works more than one Term Assignment in the same school year may carry forward Sick leave and STLDP from one Term 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 employee 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.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a. Family Medical Leave or Critical Illness Leave granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b. The employee will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c. An employee 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 an employee 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 employee must agree to provide payment for their share of the benefit premiums, where applicable.
- f. In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with a) to d) below, 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.

C8.2 Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB)

- a. The Employer shall provide for a permanent employee who accesses such leaves a SEB plan to top up their EI Benefits. The employee 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 employee would normally be paid. The SEB plan pay will be the difference between the gross amount the employee receives from EI and their regular gross pay.

- b. Employees in a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- c. SEB payments are available only to supplement EI Benefits during the absence period as specified in this plan.
- d. The employee must provide the Board with proof that he/she has applied for and is in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C8.3 Maternity Benefits (SEB Plan)

- a. The Employer shall provide for permanent and long-term occasional employees a SEB plan to top up their EI Benefits. The employee 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, 2011*, as amended, during such period. There shall be no deduction from sick leave or the Short-Term Leave Disability Program (STLDP).
- b. Employees 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. Employees 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. Employees 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 employee must provide the Board with proof that she has applied for and is in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f. Eligible employees 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 employee would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the employee in accordance with the Board's payroll procedure.

- g. Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h. If an employee begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an employee works outside of regular working hours, all applicable provisions of the local collective agreement regarding approval processes, hours of work, overtime/lieu time, etc. shall apply

APPENDIX A

A. Sick Leave Credit-Based Retirement Gratuities (where applicable)

- 1) An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- 2) If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee'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 Employee on August 31, 2012; and
 - (b) the Employee's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of an Employee, 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 Employees 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 board, 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 Employee have 10 years of service with the board:

- i. Hamilton-Wentworth District School Board

B. Other Retirement Gratuities

An Employee 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 Ontario
(hereinafter called 'ETFO')**

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

The Crown

Re: Status Quo Central Items

The Parties agree that the following central issues have been addressed at the central table and that the language relating to these 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. The issues listed below shall not be subject to local bargaining or to amendment by the local Parties.

Issues:

- Short Term Paid Leaves (number of days)
- Vacation Pay
- Statutory Holidays
- Paid Holidays
- Overtime
- Paid Lunch / Paid Breaks*
- Long Term Disability*
- Work Day (excluding scheduling)
- Work Week (excluding scheduling)
- Work Year (excluding scheduling)
- Professional/Preparation Time
- Allowances/Premiums
- Class Structure and Supports
- FDK Model

**except where explicitly agreed by the central Parties and the Crown*

LETTER OF AGREEMENT # 2

BETWEEN

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

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

Re: Job Security: Protected Complement

1. Effective as of the date of central ratification (the "Protected Complement Date"), the Board undertakes to maintain its overall Protected Complement, except in cases of:
 - a. a catastrophic or unforeseeable event or circumstance;
 - b. a declining board/school enrolment;
 - c. school closure and/or school consolidation; or
 - d. funding reductions.
2. For the purpose of this Letter of Agreement, at any relevant time, the Board's overall Protected Complement is equal to:
 - a. FTE (excluding temporary, casual and/or occasional positions) as at the Protected Complement Date. (Memorandum note: the FTE number is to be agreed to by the Parties through consultation at the bargaining unit level)
 - b. minus any FTE attrition of bargaining unit members which occurs after the date of central ratification (Note: since FTE in (a) already excludes temporary, casual, and/or occasional positions, the reduction would be in permanent staff).

Reductions as may be required above shall only be achieved through lay-off after consultation with the union. Alternative measures may be considered by a board, which may include:

- c. priority for available temporary, casual and/or occasional assignments;

- d. the establishment of a permanent supply pool where feasible; or
 - e. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
- 3. Where complement reductions are required pursuant to declining enrolment, such complement reductions shall occur at a rate not greater than the rate of student loss.
- 4. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).
- 5. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
- 6. Staffing provisions contained in the 2014-2017 collective agreements or the last collective agreement completed between the Parties with regard to surplus, bumping and recall will continue.
- 7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Assistants/Technicians
 - b. DECEs
 - c. Custodians/Cleaners/Maintenance/Trades
 - d. Instructors
 - e. Counsellors
- 8. The Parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
- 9. This Letter of Agreement expires on August 30, 2026.

LETTER OF AGREEMENT # 3

BETWEEN

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

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

The Crown

Re: Ability to Lock the Classroom Door

School Boards will continue to ensure Education Workers have the ability to lock and unlock the classroom door.

LETTER OF AGREEMENT # 4

BETWEEN

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

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

Re: Professional Activity (PA) Days

The Parties confirm that there continue to be seven (7) PA days in each school year during the term of this collective agreement. There will be no loss of pay for ETFO members in accordance with local language (excluding casual employees).

The Parties agree that one-half of one PA day in each school year during the term of this collective agreement will be designated for role specific training or role specific professional development for permanent employees.

LETTER OF AGREEMENT # 5

BETWEEN

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

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

The Crown

Re: Provincial Committees

The Parties agree that specific issues related to the work of the members of the ETFO Education Support Worker Central Table may be raised by ETFO on the following Provincial Committees, in accordance with the terms of reference of each committee:

- Ministry Initiatives
- Provincial Working Group on Health and Safety

LETTER OF AGREEMENT # 6

BETWEEN

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

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

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 for this round of bargaining. This agreement is without prejudice to outstanding grievances and local agreements.

LETTER OF AGREEMENT # 7

BETWEEN

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

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

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 # 8

BETWEEN

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

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

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 assignment employees. 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 # 9

BETWEEN

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

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

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 # 10

BETWEEN

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

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

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 the CTA, 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 # 11

BETWEEN

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

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

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 education workers 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-Education Workers during the term of this collective agreement.

LETTER OF AGREEMENT # 12

BETWEEN

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

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

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.

PART B - LOCAL TERMS

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1. ARTICLE 1 – PURPOSE

- 1.01 It is the intent of the parties to this Agreement, hereinafter referred to as the “Collective Agreement”, to maintain mutually satisfactory relationships by setting forth certain terms and conditions of employment and to provide a procedure for the settlement of grievances.
- 1.02 Both parties shall be bound by the Employment Standards Act, the Ontario Human Rights Code, and any other prevailing statutes governing education and employment in Ontario and Canada and the regulations thereunder.

2. ARTICLE 2 - RECOGNITION

- 2.01 The Algoma District School Board, hereinafter referred to as “the Board”, recognizes the Union, being the Elementary Teachers Federation of Ontario, hereinafter referred to as the “ETFO”, as the exclusive bargaining agent for all Adult Literacy and Basic Skills Instructors employed by the Board.
- 2.02 The Board recognizes the right of the Bargaining Unit to receive assistance from the ETFO, or any other duly authorized agent, to assist in all matters pertaining to the negotiation and administration of this agreement.

3. ARTICLE 3 - DEFINITIONS

- 3.01 “ETFO” means the Elementary Teachers Federation of Ontario.
- 3.02 “Bargaining Unit” shall mean the ETFO local unit of Adult Literacy and Basic Skills Instructors employed by the Board.
- 3.03 “Board” shall mean the Algoma District School Board.
- 3.04 “Union” shall mean the Elementary Teachers Federation of Ontario.
- 3.05 An “Instructor” shall mean a person who is in the employ of the Board in any position as an Adult Literacy and Basic Skills Instructor.
- 3.06 A “Replacement Instructor” is an Instructor employed by the Board to replace an Instructor. When instruction or program sustainability is impacted, the Board shall make every effort to ensure a replacement instructor is assigned to an absence.

- 3.07 A “Site-Coordinator” is an Instructor with additional program and administrative responsibilities.

4. ARTICLE 4 - TERM OF THE AGREEMENT

See also Central Agreement C3.00

- 4.01 Either party wishing to amend or add to this Agreement shall give written notice to the other party. The parties shall meet within 30 working days of said notification to consider re-opening this Agreement. Any amendments, deletions, additions and deviations to or in the clauses shall be made only by mutual consent.
- 4.02 If the funding for Instructors is reduced or terminated by the Ministry of Labour, Immigration, Training and Skills Development (MLITSD) at any time during the operation of the agreement, the layoff procedures set out in this agreement will apply. As soon as the Board receives notice of such reduction or termination of funding it will forthwith notify the Union.

5. ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 The Board agrees that there shall be no lockout of Instructors and the ETFO agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the *Ontario Labour Relations Act*, as amended from time to time.

6. ARTICLE 6 - NO DISCRIMINATION

- 6.01 There shall be no discrimination or harassment, exercised or practised against any employee because of participation in the lawful activities of, or membership in, the Union.

7. ARTICLE 7 - MEMBERSHIP AND CHECK-OFF

- 7.01 All Instructors shall, as a condition of employment, either maintain membership in the ETFO or join the ETFO within thirty (30) days after the signing of this Agreement and remain members in good standing. All new Instructors shall, as a condition of employment, join the ETFO within thirty (30) days and remain members in good standing.
- 7.02 Provided the ETFO has delivered to the Board a certified motion so authorizing, the Board shall deduct dues for every pay period for which an Instructor receives a pay in an amount determined by the ETFO.

- 7.03 Dues deducted in accordance with article 7.02 shall be forwarded to the General Secretary of the ETFO at 136 Isabella Street, Toronto, Ontario M5Y 0B5 within thirty (30) days of the dues being deducted. The payment shall be accompanied by a dues submission list showing the name of the member and the dues deducted.
- 7.04 The ETFO shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability arising out of deductions authorized by the ETFO.

8. ARTICLE 8 - GRIEVANCE PROCEDURE

(See also Central Agreement C4.00)

8.01 Definitions

1. A "Grievance" shall be defined as a claim arising from the interpretation, application, administration or alleged violation of the Agreement.
2. An "Individual Grievance" is one lodged on behalf of an individual Instructor.
3. A "Group Grievance" is one lodged on behalf of more than one individual, arising out of the same circumstances and affecting the individuals in a similar way.
4. A "Policy Grievance" is a grievance that is not included in (b) or (c) above and arises out of the Collective Agreement, and may be lodged by either the Union or the Board, pursuant to Article 8.03.

8.02 Individual and Group Grievance Procedure

(a) Informal Step

- i) If an Instructor(s) feels there has been a contravention of the collective agreement, the Instructor(s) shall first seek remedy through an informal meeting with their supervisor. The Instructor(s) may have Bargaining Unit representation present at said meeting, should the Instructor(s) desire.
- ii) The Instructor(s) must discuss the alleged contravention with the supervisor within fifteen (15) school days of the alleged contravention.

- (b) Step 1
 - i) If the informal discussion does not result in a resolution, the ETFO, on behalf of the Instructor(s) may file a written grievance with the appropriate Superintendent of Education (with a copy to the supervisor) within ten (10) school days of the informal meeting with the supervisor.
 - ii) The Superintendent or designate shall respond in writing to the grievance within ten (10) school days.
 - iii) A grievance regarding the dismissal of an employee may be initiated at Step 2 of the individual Grievance Procedure.
- (c) Step 2
 - i) If the grievance is not resolved at Step 1, the ETFO may within fifteen (15) school days from the date of receipt of the reply of the Superintendent or designate, submit the grievance to the Director.
 - ii) The ETFO shall be notified in writing of the answer of the Director within fifteen (15) school days from the date of the receipt of the grievance at Step 2.
 - iii) If the reply of the Director is unacceptable to the ETFO, the ETFO shall advise the Board of their position within fifteen (15) school days from the date of receipt of the reply.

8.03 Policy Grievance

- (a) A policy grievance shall be filed by one of the parties to this Agreement within fifteen (15) days after a difficulty occurred, or the party should reasonably have become aware of a difficulty. The Superintendent of Education or the ETFO has fifteen (15) days to reply.
- (b) If the written reply of the Superintendent of Education or the ETFO is not satisfactory to the party lodging the grievance, the aggrieved party may apply for arbitration within ten (10) days of the receipt of the reply.

8.04 All grievances lodged pursuant to 8.02 or 8.03 shall contain:

- (i) A brief statement of the facts giving rise to the grievance;

- (ii) The provisions of the Collective Agreement, which have been allegedly violated, misapplied, misinterpreted, or wrongly administered;
- (iii) The relief sought.

9. ARTICLE 9 - ARBITRATION

9.01 Arbitration

- (a) Following notification of the intention to process the grievance to arbitration, the parties to the Collective Agreement shall, within twenty (20) days, mutually select a sole arbitrator.
- (b) The sole arbitrator shall hear and determine the difference of allegation and shall issue a decision.
- (c) The jurisdiction of the sole arbitrator shall be limited to the request for remedy of the grievance, the terms of the Agreement and the laws of Ontario. The sole arbitrator shall not, by the decision made, add to, delete from, modify or otherwise amend the provisions of this Collective Agreement. The sole arbitrator's decision shall be final and binding upon the parties.
- (d) The costs of the sole arbitrator including remuneration and expenses shall be shared equally by the two parties.

9.02 If any time limit is not met by one of the parties, then the grievance shall be deemed settled in favour of the other party. Time limits may be extended by mutual consent in writing of both parties to the agreement. Consent to extend the time restrictions will not be unreasonably withheld. The failure of one party to comply with the time allowance of any agreed upon extension shall result in the grievance being progressed to the next step.

9.03 Should the investigation or processing of a grievance require that an Instructor(s), grievor(s) and/or grievance officer of the ETFO be released from their duties, each party shall pay the wages and expenses as well as related costs of their respective attendees, advisors and witnesses.

9.04 At any stage of the Grievance/Arbitration Process, an Instructor shall have the right to be accompanied by and have the advice of an ETFO representative.

10. ARTICLE 10 - REPRESENTATION

- 10.01 The Bargaining Unit will supply the Board with the names of its officials and committee members. Similarly, the Board will, if requested, supply the Local with a list of its supervisory personnel.
- 10.02 The Board agrees that the Bargaining Unit shall have access to bulletin boards in Board premises where Instructors work for the purpose of posting Union notices.
- 10.03 The Board shall provide the Bargaining Unit with a current list of Instructors, their current assignments, locations of the assignments, and their work schedules by October 1 each year.

11. ARTICLE 11 – SALARY

- 11.01 As of September 1, 2019, all Instructors shall be paid the following hourly wage which is inclusive of statutory holidays and benefits:
- September 1, 2022 - \$36.61+ vacation pay
 - September 1, 2023 - \$37.61 + vacation pay
 - September 1, 2024 - \$38.61 + vacation pay
 - September 1, 2025 - \$39.61 + vacation pay

**Vacation time paid as per Employment Standards Act*

12. ARTICLE 12 - JOB VACANCIES

- 12.01 A vacancy in the bargaining unit is created when an Instructor resigns, retires, accepts a different position, transfers, dies and the Board deems that a replacement is required. A vacancy will also be created if a new permanent position is created.
- 12.02 A copy of all job postings shall be forwarded to the ETFO.
- 12.03 All members of the Bargaining Unit shall have equal and fair access to all posted positions.
- 12.04
- a) Once the Board determines that a vacancy must be filled, according to program sustainability, the Board will endeavor to post the vacancy

within ten (10) working days.

- b) Copies of all job posting shall be emailed to the ETFO Provincial Representative and emailed to all Adult Literacy and Basic Skills Instructors' board email addresses with copies of postings posted on the ADSB website for a minimum period of three (3) school days.

12.05 The Board will determine the qualifications for job vacancies at the time of posting.

12.06 Instructors shall have the right to apply to vacancies that become available during the program year. Successful applicants to these vacancies will move into the new posting within ten (10) working days. In the meantime, the vacancy will be filled by a Replacement Instructor.

12.07 Internal vacancies will be filled by qualified internal candidates in order of seniority and qualifications before considering external candidates for the positions. It is understood that Replacement Instructors are considered to be internal candidates.

13. ARTICLE 13 - PRINTING OF COLLECTIVE AGREEMENT

13.01 Each new Adult Literacy and Basic Skills Instructor, when accepted for employment shall be provided the electronic link to this collective agreement.

13.02 The Bargaining Unit will be provided with an agreed-to number of copies of this collective agreement at shared expense between the Board and the Bargaining Unit.

13.03 The Board will post an electronic version of this collective agreement on the Board's website within ninety (90) days of the signing of the agreement.

14. ARTICLE 14 - PREGNANCY LEAVE & PARENTAL LEAVE

(See also Central Agreement C14.00 and C8.3)

14.01 Pregnancy and parental leave shall be granted in accordance with the *Employment Standards Act* as amended from time to time.

14.02 An Instructor returning from a pregnancy leave or parental leave shall have the right to be assigned to the same position held prior to going on leave if it exists, or to a

comparable position if it does not exist subject to the lay-off procedures in Article XXIII.

15. ARTICLE 15 - SICK LEAVE FOR LITERACY PROGRAM INSTRUCTORS

(See also Central Agreement C7.00)

15.01 All medical absences which exceed five (5) consecutive school days may require documentation acceptable to the Board upon return.

15.02 The Board, at their expense, reserves their rights to require an Instructor to obtain a certificate from a doctor named by the Board regardless of the duration of the illness.

16. ARTICLE 16 – LEAVES

Before applying for a leave, employees are expected to advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence Form.

16.01 Bereavement Leave shall be granted upon application to the Supervisor without loss of pay or sick leave credits as follows:

- a) up to five (5) days for the funeral of a member's child, parent, sibling, spouse, common law or same sex partner, fiancé/fiancée, guardian, mother-in-law, father-in-law, step-parent or grandchild, or for a miscarriage or stillbirth experienced by the Member, their spouse or a surrogate.
- b) up to three (3) days for the funeral of member's grandparent (of member or spouse), brother-in-law, sister-in-law, daughter-in-law, and son-in-law,

16.02 An Instructor may be granted a personal leave without pay by the Superintendent/Manager of Human Resources or their designate. The purpose of such leave is to allow the Instructor to attend to matters of personal importance which cannot be attended to in any other way. If granted, the member will be deducted for 100% wages and other associated costs.

If an instructor is granted a personal leave without pay for 4 consecutive days or more, for the next five years, they shall not normally be granted another personal

leave without pay for 4 consecutive days or more.

16.03 **Leaves of Absence**

a) Extended Leaves of Absence

- i) In special circumstances, which includes an Instructor being hired as an Occasional Teacher or a Casual Educational Assistant, an Instructor may apply for an extended leave of absence without pay or benefits up to a maximum of one year. Such applications are due in writing to the Superintendent/Manager of Human Resources by March 1 of the preceding year. In extenuating circumstances, the Board may waive the March 1st date for requesting a leave under this Article.
 - ii) An Instructor granted a leave of absence without pay will retain their relative position on the seniority list. An Instructor on leave of absence without pay will not accumulate seniority.
 - iii) Changes in the terms of the leave must be applied for in writing by the Instructor to the appropriate, Human Resources Personnel two (2) weeks prior to the change and will be by mutual consent.
 - iv) The instructor who is granted a leave will be returned to a similar position in their geographic area. If the position is no longer available, layoff will be subject to seniority.
 - v) An Instructor may apply for an extended leave once every five (5) years.
- b) A Member shall be granted a leave of absence for one year to work for the Algoma District School Board in another capacity. The Member will apply for such leave in writing.

16.03 **Birth/Adoption Leave:** An Instructor will be granted one day without loss of pay for the birth or adoption of their child.

16.04 Jury Duty/Court Appearance Duty :

- a. An Instructor required to serve on a jury shall be granted a leave of absence with pay and no loss of sick leave for the period requested by the court.
- b. An Instructor required by subpoena to appear as a witness and is not party to the action in a court case shall be granted a leave of absence with pay and no loss of sick leave.
- c. An Instructor who is subpoenaed to appear as a witness in a court case and who is a party to the action will be granted a leave of absence without pay.
- d. All pay, excluding travel, meals and accommodation expenses received from the court for such appearances, shall be submitted to the Board.

16.05 Educational Examination Leave: An Instructor will be granted one day without loss of pay to write an educational exam to improve their qualifications, at no cost to the Board.

16.06 Post-Secondary Graduation Leave: An Instructor will be granted one day with pay to attend their own post-secondary convocation at no cost to the Board.

17. ARTICLE 17 - WORKING CONDITIONS

17.01 The Board shall provide each Instructor with an uninterrupted lunch period, free from duty, of at least (30) minutes per day.

17.02 Each LBS contract site shall be allotted up to five (5) additional hours, each summer for work related tasks for completion of QSAR and EOSS communication with students. Instructors shall submit these hours to the Principal for approval via timesheets.

17.03 The Format for the change in hours shall be discussed between the supervisor and the Instructor(s) at the site to ensure all options for the changes in working conditions have been considered.

17.04 If there is a disagreement, the Instructor(s) may appeal to the appropriate Superintendent.

18 ARTICLE 18 - PROFESSIONAL ACTIVITY DAYS

- 18.01 The Board will follow the number of school days and Professional Activity days as defined by the *Education Act* and Regulations.
- 18.02 The above PA days can be deferred to an alternate date and replaced with professional activities days used for networking with each other, attending relevant workshops or preparing for program needs. An Instructor shall, upon request, and with the approval of their immediate supervisor, have access to relevant and appropriate professional development opportunities. The Board shall facilitate release with pay for members to attend such training.

19. ARTICLE 19 – HUMAN RESOURCES PERSONNEL FILE

- 19.01 The Instructor will have access to the Human Resources personnel file upon request during normal office hours and in the presence of a Board designated representative.
- 19.02 Each Instructor will have the right to make copies of any material contained in such file or an Instructor may designate in writing, another member from the Bargaining Unit to view or copy the file on behalf of the Instructor
- 19.03 The Instructor may be charged reasonable costs for said copies at the discretion of the Superintendent/Manager of Human Resources.
- 19.04 The Instructor may be accompanied by one other person who shall have access to the information contained in the file
- 19.05 Nothing adverse shall be inserted into the Human Resources personnel file without copies being sent to the Instructor. The Instructor has the right to request removal of adverse materials from the file.
- 19.06 The Board will not unreasonably deny an Instructor’s access to the Human Resources personnel file.

20. ARTICLE 20 – DISCIPLINE AND DISCHARGE

- 20.01 No Instructor shall be disciplined, discharged, demoted or transferred for Disciplinary reasons without just cause which shall be communicated in writing at the time of the outcome meeting. The ETFO shall receive a copy of the letter.

21. ARTICLE 21 - MANAGEMENT RIGHTS

21.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its administration. The Board agrees to exercise its rights in a fair and reasonable manner in all matters pertaining to this collective agreement.

22. ARTICLE 22 - SENIORITY

22.01 Seniority for all employees is defined as the length of an employee's accumulated service with the Board or its predecessors as an Instructor, regardless of hours worked.

22.02 The Board shall maintain seniority lists.

22.03 There shall be a Board-wide seniority list which identifies the geographic area for each Instructor. The geographic areas are: Chapleau, Hornepayne, Wawa, North Shore, and Central Algoma/Sault Ste. Marie.

22.04 The Board shall place all newly hired Instructors in order of seniority.

22.05 By February 28 of each year, the Board shall provide a Seniority List to each Instructor. The Instructor shall have twenty (20) working days to notify the Board of an error on the list.

22.06 Employees on maternity-adoption-parental leave shall accumulate seniority as determined by *the Employment Standards Act*.

22.07 An Instructor shall lose all seniority rights in the event that he or she:

1. Resigns;
2. Retires;
3. Is laid off for 24 months and has not been recalled;
4. Is discharged;
5. Accepts termination of contract.

23. ARTICLE 23 – LAYOFF

23.01

- a) Instructors who are surplus to a program shall have the right to similar positions for which they are qualified, which are held by the least senior Instructors in their geographic area.
- b) Instructors who are surplus in their geographic area shall have the right to a similar position for which they are qualified, which is held by the least senior Instructor in the Board.
- c) Instructors who are laid off from the Board shall have the right of first recall to a position for which they are qualified in their geographic area first and then if no position is available in the geographic area, Instructors shall have the right of first recall to a position for which they are qualified in the Board.

23.02 In the event that an Instructor is laid off, the Instructor's seniority will be maintained and accumulated during any twenty four (24) month layoff period, or any part thereof.

- (a) An Instructor who has had their work assignment reduced due to redundancy, will be considered on layoff as long as the total number of hours required to work by that Instructor is less than the original work assignment. For the purposes of this agreement, an Instructor's work assignment is to be determined by the assignment they had at the time of their layoff.
- (b) The right of recall for each Instructor shall be for two years.
- (c) A laid off Instructor may reject any position which is offered without jeopardizing the Instructor's position on the recall list for the two-year period.

24. ARTICLE 24 - HEALTH & SAFETY

The Board, the Union and its members will comply with the provisions of the Occupational Health and Safety Act and Regulations as it may be amended from time to time.

25. ARTICLE 25 - WORKERS' COMPENSATION

The Board agrees to comply with the Workers' Compensation Act legislation.

26. ARTICLE 26 – EVALUATION

- 26.01 Only supervisory personnel shall evaluate an Instructor's competence.
- 26.02 An Instructor may request that supervisory personnel complete an evaluation of their work.
- 26.03 Any evaluation completed on an Instructor shall be signed by the evaluator and the Instructor. The Instructor will sign the Board copy of evaluation as proof of receipt.
- 26.04 No member of ETFO will evaluate another member of ETFO.
- 26.05 All newly hired Instructors shall be subject to a 120 day probationary period. An evaluation shall be completed during this probationary period.

27. ARTICLE 27 - FUNDING

- 27.01 The Adult Literacy and Basic Skills Program of the Algoma District School Board is currently based on 100% funding from the Ministry of Labour, Immigration, Training and Skills Development (MLITSD). Such funding currently covers all costs of the Program in which the Instructors work. If funding is eliminated or decreased, the Board will give ETFO notice forthwith. The Board will provide information to ETFO regarding the impact the decreased or the eliminated funding has on the program and on the Instructors. Such information shall include but not be limited to:

- Total funding decrease;
- Funding decrease per site as identified in the site-specific MLITSD agreement; and
- Complete site specific budget breakdown showing revenue and expenditures.

The Board shall consult with the Union to determine sustainable program options in the event that funding is eliminated or decreased.

- 27.02 The Board reserves full rights to cancel and/or terminate the program at its discretion

with no penalty or additional costs. The Board will provide all notice necessary and payments necessary under statute, and will commence an orderly layoff of the Instructors in accordance with this collective agreement.

28. ARTICLE 28 – LABOUR MANAGEMENT COMMITTEE

- 28.01 The Board and the Union will form a Labour Management Committee which will meet at least annually to discuss issues of mutual concern, such as but not limited to IT-Computer, budget allocation, program, professional development, Health and Safety and Violence in the Workplace. There shall be up to three (3) Union representatives chosen from the worksites and three (3) Board members on the Committee. Additional meetings may be scheduled at the request of either Party, based on mutual consent.

29. ARTICLE 29 - TRANSFERS

- 29.01 An Instructor shall notify the Board in writing of their interest in transferring to another geographic area. The Instructor shall be given the opportunity to accept the next available position that they are qualified for in order of seniority.

Where two Instructors wish to transfer between geographic areas, they will notify the Board in writing of their interest in switching positions. The Board shall grant this request provided the Instructors are qualified and will do so in order of seniority.

Instructors understand that a transfer may not result in equal hours of service or status.

30. ARTICLE 30 – ACCESS TO INFORMATION

- 30.01 The Union shall designate one member at each LBS site contract who will be provided with information that includes and is not limited to: site contract specific budget, site contract specific funding allotment, new sources of funding, site contract specific yearly expenditures, government representatives' contract information, LBS ministry guidelines and requirements, and a copy of the current MLITSD/ADSB Service Delivery Organization Agreement. This information will be communicated to them by the Principal of their program upon request.

31. ARTICLE 31 – JOB DESCRIPTIONS

Instructors and Site Coordinators will be provided with a copy of their job description.

32. ARTICLE 32 – PENSION

- 32.01 Qualified and eligible Instructors shall continue to participate in the Ontario Teachers' Pension Plan (OTPP) as permitted by and in accordance with Ontario Teachers' Pension Act and regulations. The Board shall report and make calculations regarding pensionable earnings and contributions in accordance with OTPP regulations. For the purpose of calculation OTPP pension, all prerequisites allowable by OTPP will be included in salary.
- 32.02 Instructors not eligible to participate in the Ontario Teachers' Pension Plan and meet OMERS enrollment requirements shall be offered the option of enrolment in the Ontario Municipal Employees Retirement System (OMERS).

33. ARTICLE 33 – VULNERABLE SECTOR CHECK

The Board will ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act are stored in a secure location and in a completely confidential manner. Access to such records and information will be strictly limited to the members of Senior Administration, The Manager of Human Resources, and no more than two delegates of the Superintendent, provided they are not members of the bargaining unit. An individual member or a designate shall have access to their own records.

LETTER OF UNDERSTANDING – A

Between

Algoma District School Board

and the

**Elementary Teachers Federation of Ontario Adult
Literacy and Basic Skills Instructors**

The Board and the Union, through the joint labour management committee, will meet over the life of the collective agreement to discuss, consult and develop:

- Instructor Performance Appraisal
- Job Descriptions