



A Quick Reference Guide to Your Collective Agreement: Renfrew County Teachers' Local

Introduction

The purpose of this *Reference Guide* is to assist Renfrew County teachers in understanding the Collective Agreement. Our Collective Agreement has been extended until August 31, 2019.

This Guide provides brief summaries of several Articles from the Collective Agreement. It is by no means intended to be an in-depth review, nor is it all-inclusive. We have tried to highlight what we believe to be Articles of greater interest to most members.

If you have any questions about your rights and responsibilities, you are encouraged to read the appropriate section of the Collective Agreement for details.

At any time, you may also contact your Local President to have your questions answered:

Allison Ryan, President

OR

ETFO Provincial Office

Phone: 613-735-8927

Toll-free: 1-888-838-3836

Fax: 613-735-3425

Fax: 416-642-2424

Cell: 613-633-2388

ETFO Web Site: www.etfo.on.ca

E-mail: allieryan@gmail.com

Local Website: www.renfrewteachers.ca

Your Collective Bargaining Committee is committed to working on your behalf in order to negotiate the best possible Collective Agreement. We welcome your feedback and suggestions regarding issues which you consider to be important in future negotiations.

Thank you for your support.

Collective Bargaining Committee

Renfrew County Teachers' Local:

Allison Ryan, Kelly Melanson, Melanie Wagner, Trish Turner, Chuck Fraser,

Peter Giuliani (Staff officer)

October 2017



Important Dates to Know

Beginning of school year – Time when consultation occurs in each school to establish timing, number and length for regular staff meetings.

Beginning of school year – Principals will consult with teachers to develop a schedule for Parent-Teacher interviews.

September 1, 2017 – 1.5% salary increase for teachers

September 1, 2018 – 1% salary increase for teachers

September 15- The Staffing Committee shall meet to discuss solutions for teachers who have classes that are exceptional due to, but not limited to, class size and/or special needs students.

October 15 – Lead Teacher training to take place no later than this date each school year.

November 1 – Applications close for Ministry of Education or other exchange programs.

December 1 – Deadline for application for CUSO teaching assignments.

Prior to January 1 – Establishment of Surplus and Lay-off Procedures Committee

January 7 – Application deadline for x/y applications

February 1 – Date when seniority lists shall be published and distributed for all teachers to review. Notify the Board within 10 days if there are errors or omissions.

February 1, 2019 – 1% salary increase for teachers

March 1 – Deadline for submission of letter requesting leave of absence beginning at any time during the following school year. Send letter to Superintendent of Human Resources, with a copy to the Union President.

March 1 – Deadline for submission of letter indicating intention to return from leave of absence effective at any time during the following school year. Send letter to Superintendent of Human Resources, with a copy to the Union President.

March 1 – Deadline for voluntary transfer requests. Send letter to Superintendent of Human Resources and Union President.

March 1 - Deadline to request an increase to entitlement. Send letter to Superintendent of Human Resources and Union President.

March 1 – Deadline for submission of letter requesting reduced assignment and maintain entitlement. Send letter to Superintendent of Human Resources, with a copy to the Union President.

March 1- Deadline for application to be exempted from teaching in an area of program need (FSL).

March 1 - Deadline to notify Board of intent to retire between June 30th and August 31st.

March 1 – Confirmation or rejection of your admission to the x/y plan.

March 15 – Contract for the x/y plan must be executed by this date

March 15 – Deadline for application for an in-county or in-province exchange for the following September.

April 30- Teachers requesting a voluntary transfer can make additions or deletions to his/her preferences prior to April 30th.

June 1- Principals to notify teachers of tentative teaching assignments for the upcoming school year.

June 1- Teachers being administratively transferred will be notified by June 1st.

Second week in June- The transfer/surplus assignment shall commence no later than the second week of June.

By the last school day in June- Principals are to provide information relevant to teacher assignments, including class lists and classroom locations

June 30- Deadline for submission of QECO Statement of Evaluation proving a higher rating category was completed after the end (June 30th) of the previous school year. This allows for salary retroactivity to the first day of the month after the requirements for the higher salary were completed.

Up to and including August 15 – A surplus teacher who has been placed in another school may be returned to his/her original school if there is a vacancy (see *Article L25.6(i)*).

Up to and including August 31- New vacancies shall be posted internally and externally for five (5) calendar days. Redundant teachers who apply and indicate they have Recall Rights shall be placed based on seniority, qualifications and entitlement. Teachers with Recall rights must indicate this in their application and teacher with recall Rights will be placed subject to seniority, qualifications and entitlement.

August 31, 2019 – salary increase of 0.5% for teachers



Important Numbers to Know

1- The number of staff meetings that can be held per month (on average)

2 teachers -Two teachers can “split” an original vacancy in order to be placed up to their entitlement.

10 minutes- A teacher requesting a voluntary transfer has 10 minutes to accept or reject a position that is not a direct match.

20 minutes – Preparation time shall be scheduled in blocks of time not less than 20 minutes, and longer if possible. This applies equally to all teachers (part-time and full-time).

30 minutes-A surplus teacher has 30 minutes to accept or reject an assignment.

40 minutes – The length of lunch, uninterrupted by duty, preparation or teaching.

75 minutes – Maximum length of a staff meeting.

80 minutes – Maximum number of duty minutes assigned to full-time teachers over 5 instructional days.

240 minutes – Full-time teachers’ *minimum* preparation time

300 minutes – Length of school day.

2 days- PA days designated for the purpose of assessment and completion of report cards since 2010-2011

2 days- The Board shall provide to the Local the Agenda of any Board meeting 2 days prior to the meeting.

3 days- Number of paid leave days available to a teacher whose spouse is a member of the military when spouse is deployed to an active war zone for a minimum of six months.

3 days- Number of days allowed to attend a funeral of immediate next of kin (see *Article L9.3*).

3 days- Number of days a teacher can apply for unpaid leave each school year.

5 days – Number of school days vacancies, including new positions and positions of responsibility, must be posted.

5 days- Number of special leave days available to a teacher (full time) in any one school year.

7 days- Number of Professional Activity days in a school year

10 days – Lost preparation time must be rescheduled within 10 days.

10 days – Number of days to check seniority lists and report in writing any discrepancies, omissions or errors to the Human Resources department, along with supporting documentation. If there is a problem and it is not brought to the Board’s attention the lists as posted stand.

10 days- 10 days prior to the date the Surplus and Redundancy Committee meets, Surplus and Redundant teachers will be notified that they are expected to be surplus/redundant for the following year.

11 days- Number of days placed in sick leave account credit for teachers (pro-rated) on September 1st each year.

14 days- A teacher who has a parenting responsibility may apply for up to 14 days for pre-placement leave when adopting a child.

20 days – Reply time Board has for response to seniority lists. If no response, or if the response is in dispute, a grievance may be filed.

20 days- Within 20 days of the first day of school, teachers on TPA are to be notified.

30 days- A teacher on lay off may extend his/her benefit coverage for 30 days at his/her expense.

45 days- The amount of time the Board has to provide copies of the new Agreement to the Local, Stewards and new teachers.

120 days- The number of short terms sick leave days a full time teacher has that are paid at 90%

180 days before August 31st, 2019 the Union will provide written notice to the Board that we will begin the process to bargain and renew our Collective Agreement.

20 students- The maximum number of students permitted in grades 1-3. Up to 10% of classes Board wide may have up to 23 students.

23 students- The maximum number of students permitted in a $\frac{3}{4}$ split

24.1 pupils- The average class size for grade 4-8

30 students – Maximum number of students permitted in a Kindergarten class.

194 days – Length of the school year, of which 7 are professional activity days.

2 weeks – Application for Parental, Pregnancy and Adoption leave must be made at least 2 weeks before the leave is to begin.

4 weeks – Minimum time needed to notify the Superintendent of Human Resources that you intend to terminate a leave prior to the planned return date.

8 weeks – Period of top up for SEB.

Bi-weekly- Method of pay beginning September 1, 2017.

Once per month- On average, the number of staff meetings to be held per year

1 year - The length of time an ETFO member can be an acting Principal or Vice-Principal without losing his/her place on the seniority list.

1 year – Job sharing can happen as a means for dealing with redundancy if conditions in *Article 26.01(a) and (b)* are met.

Annually – Renew your part-time assignment and maintain your full-time entitlement with Superintendent approval each year.

24 months - The length of time a letter of discipline stays in your file unless a new one has been added and then they might both stay. (See *Article L20.00*)

3 years – Redundant teachers have Recall rights for 3 years

5 years – The Teacher Performance Appraisal is done on every teacher on a 5-year cycle unless you are a new hire or the principal determines a need for the process to happen more often.

5 years- Teachers may apply for “French Parole”, an exemption to teach in an area of program need, after teaching in that area for 5 years and if other staff in the Board are available to provide the program. Application for exemption must be completed annually.

5 years is the length of time a letter of discipline involving a student stays in your personnel file. (See *Article L20.00*)

7 years- The Board will not assign, transfer or deny a request for transfer due to program need, if the teacher has not been required to use said qualifications for seven years.



Summary of Articles

Central items and letters of agreement compose the first part of the Collective Agreement. Local terms and local letters/memos are situated in Part B.

Overview of Central terms

C1.00 Structure and content

This article explains that the Collective Agreement has two parts, who the Parties are and how to implement the agreement.

C2.00 Definitions

Defines terms used throughout the agreement such as teacher, employee, Central Parties, professional judgement.

C3.00 Length of term/notice to bargain/renewal

Describes the length of the agreement (September 1, 2014- August 31, 2017), and how to give notice to bargain under the School Boards Collective Bargaining Act.

C4.00 Central grievance process

The purpose of this article is to outline the grievance process to follow on central matters and how to resolve such matters.

C5.00 Vested retirement gratuity voluntary early payout option

This article describes the retirement gratuity payout option for teachers who qualified as well as outlines the discounted value if they chose to apply for the payout. This payout was received on August 31, 2016 and teachers needed to declare their intent to apply for it by June 30, 2016.

C6.00 Benefits

This article describes the Provincial Benefit Trust that both Parties agreed upon as well as the funding, cost sharing and LTD aspects of the plan.

C7.00 Sick Leave/Short term leave and Disability plan

Article 7 outlines the sick leave benefits for members to be used for personal illness, personal injury and personal medical or dental appointments. Permanent teachers will be allocated eleven sick days at one hundred percent salary each school year. Teachers who are less than full time will have their sick leave pro-rated. Teachers also have access to 120 short term disability days at 90% of regular salary. As well, teachers can access any

unused Sick Leave days from their last year worked for topping up salary to one hundred percent.

C8.00 Central Labour Relations Committee

A committee was created to promote and facilitate communication between rounds on issues of joint interest.

C9.00 Ministry/School Board Initiatives

ETFO will participate in consulting with the Ministry of Education on Ministry/Board Initiatives.

C10.00 Diagnostic assessment

Professional judgement has now been defined and is part of our Collective Agreement. The Parties agree that a teacher's professional judgement is the cornerstone of assessment and evaluation. Teachers decide which assessment and/or evaluation tool to utilize.

C11.00 Statutory Leaves of absence/SEB

Family medical leave or critically child care leave are available to teachers to care for terminally ill family members.

C11.2 Pregnancy Leave

A SEB plan to top up EI benefits is provided to teachers on pregnancy leave. Eligible teachers 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.

C12.00 Class size/staffing levels

Every effort to limit FDK/Grade 1 split grades will be made (where feasible).

Appendix A- Retirement gratuities

Teachers are no longer eligible to receive a sick leave gratuity after August 31, 2012, except a sick leave credit gratuity that teachers had accumulated and were eligible to receive as of that day.

Letter of agreement #5 Special Education Committee

The parties agree to establish a committee to review supporting students with special education needs. Recommendations will be given to the Minister of Education by April 30, 2016.

Letter of agreement #6 Benefit plan

This letter highlights the principles, governance, eligibility, coverage, funding, set-up costs, sustainability, efficiency and accountability, payments, enrolment, claims support and privacy issues related to the new Benefit Plan.

Letter of agreement #7 Status Quo Items

The parties addressed certain items that the provisions remained status quo (no change). Such items include: Student supervision, staffing levels, prep time, job security, formula for daily rate, staff meetings, class size for all grades etc.

Local terms

L1.00 Purpose

The purpose of the Collective Agreement is to provide a framework for positive relationships between the Board and the teachers in the Union.

L4.00 Strike or Lockout

There will be no strike or lockout during the term of the agreement (2014-2017). If other Board employees go on strike, the Board and Union will meet to discuss the impact of the strike.

L7.00 Rights and Responsibilities

You will not be penalized or discriminated against for participating in the lawful activities of the Union.

If legal proceedings (libel, slander, assault) are brought against you by the Board, and you are successful in your defense, the Board will pay your legal costs.

L8.00 Benefit Plans

Our new coverage begins November 1, 2016 in the ETFO Employee Health and Life Trust. An up to date version of the Benefits Booklet has been sent to members with a brief overview of the new ETFO Benefits Plan administered by OTIP. The benefit year begins September 1 and ends August 31, except where otherwise indicated.

L9.00 Leave Plans

Sick Leave language can be found in C 7.00 of the Central Terms

L9.2 Absence with Pay

- 11 days sick leave at 100% , 120 days at 90%
- Unused sick days can be carried forward for 1 year to top up short term sick leave days
- For absences of 3 days or less, you *may* be required to provide medical documentation, however if that is the case you should be calling the Local office for direction. For more than 3 days, you *will* be required to provide medical documentation.
- If you were absent on the last day of school in the previous school year and are absent on the first day of school the following year, for the same medical reason, a recent arbitration decision on sick leave will affect your sick leave bank. Contact the Local Office if this situation applies to you.

L9.3 Special Leave

You may be granted 5 days with pay, for absence other than illness. Other leave is subject to the approval of the Director.

Leave for the spouse of a member of the military is also available under certain conditions.

L9.4 Items Not Charged to Sick Leave Account

The following are items that are not to be charged to your sick leave account:

- Funerals
- Quarantine
- Court appearances
- Accidents covered by Workplace Safety and Insurance Act
- Inclement weather

L9.5 Retirement Gratuity

Note: Grandfathered as of August 31, 2012

Gratuity is based on the number of years (N) of continuous and unbroken employment and is based on a maximum of 200 days.

L9.6 Pregnancy, Parental and Adoption Leave

L9.6(d) Improvements to adoption leave language. Pre-placement leave for a child for whom the teacher has a parenting responsibility shall not exceed 2 weeks. Travel required for out-of-province or out-of-country adoptions can be charged to special leave.

C11.2 Pregnancy Leave (Central Terms)

SEB plan improvements for teachers and occasional teachers. Top up paid for 8 weeks throughout the course of the entire calendar year

Other Types of Leave (L9.7to L9.16)

Please refer to the Collective Agreement for details about the following types of leave: Sabbatical Leave; Leave of Absence; Family Medical Leave (**C11.1 Central Terms**); Union Leave; Leave for Public Office; Unpaid Leave for Federation Office

L10.00 Increases to Entitlement

Part time teachers can request an increase to their entitlement. Requests must be received by March 1, teachers will be notified by the second Tuesday in April.

L11.00 Vacancies

- During the school year, all vacancies will be posted at least 5 school days before they are to be filled, and a copy will be sent to the Union.
- All positions will be posted internally before they are advertised publicly.
- **L11.4** Positions will be split for teachers on recall so that they may be placed up to their contractual entitlement

L12.00 Probationary Period

There is a one-year probationary period for new teachers.

L13.00 Salary Schedule

See Collective Agreement for the Salary Grid.



Salary increase of 1.0 % on September 1, 2017

Salary increase of 1.5% on September 1, 2018

Salary increase of 1.0% on February 1, 2019

Salary increase of 0.5% on August 31, 2019

You are responsible for ensuring you are being paid the correct salary, according to the Grid. Immediately contact Payroll at the Board office if there is a discrepancy.



There shall be a lump sum payment in the amount of 0.5% of earned wages from the 2016-2017 school years. This payment must be made by November 1, 2018.

L14.00 Additional Allowances

Consultants/Coordinators, Lead Teachers are paid an allowance on top of their salary. Additional allowances (with the exception of L14.4 Allowance for Additional Degree are subject to the same salary increases as in L13.00)

L14.1(b)(i) Lead teachers in a building are to be selected, not appointed.

L17.00 Method of pay

Beginning in September of 2017, the method of pay will be bi-weekly.

L18.00 Grievance and Arbitration Procedures

The Union has the right to file grievances on behalf of members.

L18.2 has been modified to add an informal stage in the grievance process.

L19.00 Just Cause

You cannot be discharged, suspended or disciplined without Just Cause. Such cause shall be provided in writing. Before any discipline is imposed, there must be a meeting between teacher and the Board. You have the right to have a Union representative at the meeting.

L20.00 Personnel File

- Upon request, you have the right to examine your personnel file, and to receive a copy of any materials in your file.

L20.1(c) Any letter of discipline will be removed after 24 months have passed without a letter of discipline being entered into your file, except where the letter of discipline involves an interaction with a student of a physical or sexual nature. In that case it will be kept in your file for 5 years.

- You can request corrections to your file, and can require a statement of disagreement to be attached if corrections have not been made.

L 21.00 Working Conditions

L21.1 and L21.2

Average class size for Grades 4-8 will be 24.1 pupils. Staffing, class size and teacher timetables are the responsibility of principals and Superintendents. Tentative staffing model shared with all teachers by the second week in April. Tentative teaching assignments to be shared by June 1. Tentative information on next year's assignment to be shared no later than the last school day in June.

L21.3

You have the right to a 40-minute free and uncommitted lunch break.

L21.4

- Preparation time is to be part of the instructional day, outside of recesses and lunch.
- Preparation time is to be scheduled in blocks of at least 20 minutes for all teachers, including part-time.
- Lost preparation time must be rescheduled within 10 days.
- Preparation time is to be used for professional activities as determined by the teacher.
- Following is the *minimum* weekly preparation times, per cycle of 5 instructional days (pro-rated for part-time):
240 minutes effective August 31, 2012

L21.6

The number of PA days in the school year shall not exceed the minimum required by legislation. Two PA days shall be designated for the purpose of Assessment and Evaluation.

L21.7

Regular staff meetings are to be scheduled by the principal in consultation with staff. The timing, number and length of regular staff meetings are to be decided at the beginning of the school year, through consultation between principal and teachers. All other meetings are voluntary. Teachers can place items on the agenda. Staff meetings shall not exceed 75 minutes in length.

L21.8

Itinerant teachers will be provided adequate travel time, outside of preparation time, lunch and recess.

L21.10 Supervision Time

- This is defined as any assigned duty outside of the instructional day. It includes yard duty, hall duty, bus duty, lunchroom duty, recesses, nutrition breaks, and duty before the start of the instructional day.
- Supervision duty is to be equitably distributed within each school.
- Weekly supervision times for full-time teachers (pro-rated for part-time): 80 minutes within each period of 5 instructional days

L21.11

No teacher can be required to transport students in any vehicle.

L21.12

One PA day shall be designated for parent-teacher interviews. Schedules for parent-teacher interviews are to be determined through consultation between the principal and teachers. When interviews are offered the evening before the PA day, teachers are not required to be in the school for one-half day on the PA day.

L21.14 Not responsible for Diagnosis or Medication

A teacher cannot be required to administer medication (except during out-of-school activities) or perform medical procedures on students.

L21.15

The principal is responsible for ensuring that you have a washroom break when necessary, if you have recess supervision duty.

L22.00 Seniority Lists

Seniority lists are posted prior to February 1 of each year. Teachers are responsible for reviewing the list and reporting any errors or discrepancies to the HR department within 10 days of the lists being posted.

L23.00 Acting Principals and Vice Principals

A teacher may be appointed as an acting principal or vice-principal for a period not to exceed the current school year, with no loss of seniority. This can happen only once during your career with the Board.

L24.1 Retirement notices received after March 1 may be accepted by mutual consent.

L25.00 Surplus and Redundancy Procedures

- Voluntary transfers (teachers requesting transfers) are now part of the staffing process. Teachers requesting a transfer will be placed, according to seniority, on the same list as surplus teachers. Requests must still be made by March 1 and sent to the Superintendent of HR and the Union President.

- Teachers can access a surplus leave of absence to take a part-time leave for the subsequent school year in order to remain at his/her school when he/she has been determined to be partially surplus to his/her school.
- French surplus teachers may only choose a French position as part of the surplus/transfer process.
- Redundancy is declared at the beginning of the process.
- Displacement (bumping) is limited. Senior teachers can only displace when no vacancy exists in their Family of Schools and they must displace the least senior teacher who holds a position for which they are qualified.
- Surplus teachers will have 30 minutes to accept or reject an assignment. They are contacted by phone. Transfer teachers have 10 minutes to accept or reject an assignment if the assignment is not a direct match. If it is a direct match, no acceptance is required.
- Positions can now be split for members to access their full entitlement. For example, if my entitlement is .70, I can apply for a 1.0 position and take .70 of that position. The Board will post the remaining .30.
- Teachers may be exempted from being required to teach a program, after 5 years of teaching in that area ('French Parole') if other staff are available to provide the program.
- Pullback still exists in this new model and is upon the teacher's discretion. The teacher will be notified of his/her placement for the upcoming school year and should a vacancy occur at his/her original school the teacher can decide which position he/she prefers.
- When there are vacancies in the school year following the one in which you were declared redundant teachers should apply and indicate their right to recall. Teachers with recall rights will be placed in vacancies based on seniority, qualifications and up to their entitlement.

L28.00 X over Y Plan

Members can elect to participate in a deferred salary plan. Applications to the plan are due by January 7th in the year preceding the school year in which the teacher wishes to enter the plan.

L29.00 Health and Safety

The Board has an obligation to provide a safe and healthy working environment.

L30.00 Harassment

It is the Board's obligation to ensure every employee is free from harassment in the workplace.

L31.00 Teacher Performance Appraisals

- Any changes to the TPA Policy and Procedures will be done through consultation between the Board and the Union.
- TPA will take place on a 5 year cycle
- TPA will not be done by a member of the bargaining unit. You cannot be evaluated by another teacher.

- If you are rated “unsatisfactory,” the Board will notify the Union President, if you give written permission.
- If you receive 2 consecutive “unsatisfactory” ratings, a grievance may be filed

L31.6 Information gathered through surveys, district reviews, program assessments, and classroom visits from LNS, Ministry officials etc., shall not be used in a teachers performance appraisal

L32.00 Peer Coaching and Mentoring

No information obtained from a coach or mentor shall be used in the assessment or evaluation of any teacher.

Letter of Understanding: Additional Unpaid Days

In addition to Special Leave, teachers may apply for up to three additional unpaid leave days each school year. These requests should not normally be in the first or last week of school, or during EQAO testing. Requests should be made 15 days prior to the commencement of the leave.

Letter of Understanding: Surveys

Surveys to be completed by teachers will be done in staff meetings, on PA days or during release time. Information derived from surveys may not be used in a teacher’s evaluation or as part of any disciplinary proceeding.