

**Rainy River District School Board
ETFO- Occasional Teachers**

September 1, 2019 to August 31, 2022

Elementary Occasional Teachers' Collective
Agreement

ETFO - RAINY RIVER DISTRICT *OCCASIONAL*
TEACHERS' LOCAL

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022 inclusive.

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.

- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.

- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

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

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.

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

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

The Parties have agreed to include in a historical appendix LOA #6 (Benefits) of the 2014-17 Agreement on Central Terms.

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

- a) All funding in c) and d) shall be subject to the following conditions:
 - i. No enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement that exceeds 1% of total benefits costs. For clarity, the total value of all Plan enhancements made up to August 31, 2022 shall not exceed 1% of the annual ETFO Teachers’ Benefits Plan costs for the year in which the enhancement is made. The ETFO ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases at the ELHT’s expense, should the parties request it.

- ii. Should Plan enhancements of greater than 1% of total benefits costs be made, funding outlined in c) shall be reversed for that year beginning in the month that the Plan enhancement was made, and ETFO shall no longer be eligible for a payment under d) for the duration of the term of the collective agreement.
 - iii. Should these Plan enhancements be reversed, funding shall be reinstated at the levels outlined in c) beginning in the month that the plan enhancement was reversed. However, the eligibility for a payment under d) shall not be reinstated.
- b) Funding amounts for benefits maintenance or improvements:
- i. September 1, 2019: 1%
 - ii. September 1, 2020: 1%
 - iii. September 1, 2021: 1%
- c) In addition to b) funding amounts for inflation:
- i. September 1, 2019: 3%
 - ii. September 1, 2020: 3%
 - iii. September 1, 2021: 3%
- d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:
- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the ETFO Teachers' Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the Employer contributions for the ETFO Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO Trust in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each

school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

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

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

d) Eligibility and Allocation

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

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

previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.

- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

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

Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

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

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

- i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall

have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

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

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

Additionally, at the local level School Boards and locals shall meet regarding:

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

C9.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

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

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

C10.2 Pregnancy Leave

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than May 30, 2020 each School Board and ETFO local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #3 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the ETFO Central Labour Relations Committee (CLRC) by no later than June 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than September 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year of the collective agreement, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

Re: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

Re: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo until August 31, 2022. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

- Student Supervision
- Central Issues as they affect Occasional Teacher Workload
- Formula for Daily Rate
- Staffing Levels (except as otherwise noted in this agreement)
- Teaching Principals and Vice-Principals
- Return to the Teacher Bargaining Unit
- Preparation Time (excluding scheduling)

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

Re: Class Size Data

For the school years 2020-21 and 2021-22, the Ministry of Education will provide the Parties with the data related to class size for the October and March count dates, when it becomes available. School Boards shall provide to each local a copy of the class size data as submitted to the Ministry of Education as of the September count date in each school year.

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

Re: Support for Students Committee

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

Therefore, a provincial committee, with representatives comprised of:

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

shall meet to identify and share best practices with respect to supporting students with special needs. This work will focus specifically on the integration process and instances where integration has been successful.

This committee shall meet within thirty (30) days from the date of ratification of the central agreement.

The work of the committee shall be completed by January 30, 2021 and the recommendations of best practices shall be shared with:

- Directors of Education;
- ETFO and ETFO locals; and
- the Minister of Education

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

Historical Appendix of Central Terms – For Reference Only

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date". The Trustees, as defined in 2.1.0, shall cooperate with other Trusts and School Boards (hereinafter, the "Board") to move all employee groups into the Trust(s) at the same time.

The Parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of agreement will form the basis for a trust agreement

setting out the terms of the ELHT to be approved by the Parties and will remain in effect until August 31, 2020.

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 Employer representatives. The Board of Trustees will include among its members two independent experts, one representing the Employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the Employer representatives will be responsible for the appointment and termination of the Employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2 The appointed independent experts will:
 - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the School Boards and the Government;
 - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.

2.1.3 All voting requires a simple majority to carry.

2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:

3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

3.1.4 No individuals who retire after the Board participation date are eligible.

3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS)

information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.

4.1.2 Upon the Board's participation date:

- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily Occasional Teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
- ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:

- i) there is an in-year deficit,
- ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
- iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,

then the in-year deficit in i) would be paid by the Board associated with the deficit.

4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- i. With respect to daily Occasional Teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily Occasional Teachers this arrangement will remain the

on-going obligation of the affected Boards. The affected Boards will find a similar plan for Occasional Teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.

- ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for Teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.

4.1.5 The Trust shall determine employee co-pay, if any.

4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current Employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.

4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.

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

4.2.0 Start-up Costs

4.2.1 The Government of Ontario will provide:

- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
- b) A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent

yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Board(s)” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers’ and employees’ premium share.
- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the Parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.

5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

- a) Validation of the sustainability of the respective Plan Design;
- b) Establishing member contribution or premium requirements, and member deductibles;
- c) Identifying efficiencies that can be achieved;
- d) Adopting an Investment Policy; and

e) Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b) Fund claims stabilization or other reserves;
- c) Improve plan design;
- d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e) Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a) Use of existing claims stabilization funds;
- b) Increased member share premium;
- c) Change plan design;
- d) Cost containment tools;
- e) Reduced plan eligibility; and
- f) Cessation of benefits, other than life insurance benefits.

5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.

5.2.5 The Trust shall provide “trustee liability insurance” for all Trustees.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

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

9.0.0 ERRORS and OMISSIONS

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board office during regular business hours upon 30 days written notice.

10.0.0 CLAIMS SUPPORT

10.1.0 Each Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

10.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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

ETFO - OT – PART B

ARTICLE 1 PURPOSE

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

ARTICLE 2 SCOPE AND RECOGNITION

- 2.01 The employer being the Rainy River District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union,") as the bargaining agent for all Occasional Teachers employed by the Board in its elementary panel.
- 2.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 2.03 Part-time Permanent Teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this agreement in respect of such Occasional Teaching employment.
- 2.04 Any amendment to this agreement shall be made in writing upon mutual consent of the Board and Local and shall have effect from such date as shall be mutually agreed upon.

ARTICLE 3 DEFINITIONS

- 3.01 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act.
- 3.02 "Long Term Occasional Teacher" shall mean a Teacher who is required to teach for a period of ten (10) or more consecutive days for the same Teacher.
- 3.03 "Casual Occasional Teacher" shall mean an Occasional Teacher who is not a Long Term Occasional Teacher.
- 3.04 "Occasional Teacher Roster" means a roster, established in accordance with Ontario Regulation 274/12, of qualified Teachers who have been accepted by the Board to teach as Occasional Teachers in the Elementary Panel.
- 3.05 "Elementary Teachers" shall mean the Elementary Teachers, other than Occasional Teachers, employed by the Board in its Elementary Panel.
- 3.06 "Board" shall mean the Rainy River District School Board

- 3.07 “ZONES”: shall be defined geographic areas as follows:
- * ZONE 1 - West - Riverview, McCrosson-Tovell
 - ZONE 2 - Central - Donald Young, Crossroads, Sturgeon Creek, Sturgeon Creek Alternative Program
 - * ZONE 3 - East - J. W. Walker, Robert Moore, Fort Frances High School Grade 7 & 8
 - * ZONE 4 - Nestor Falls
 - * ZONE 5 - Atikokan - North Star Community, Atikokan High Grade 7 & 8
 - * ZONE 6 – Mine Centre

ARTICLE 4 UNION DUES AND ASSESSMENTS

- 4.01 The Board shall deduct for every pay period for which an Occasional Teacher receives pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary at ETFO, 136 Isabella Street, Toronto, Ontario M4Y 0B5, within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues, levy and assessments.
- 4.02 The payment shall be accompanied by a Dues Submission List showing the names, addresses, OCT Number, FTE Status, annual salary, dues, levy and assessments deducted and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. The Board will provide this information in electronic form. The Board shall provide the Local with a copy of this information at the time of submission to the General Secretary.

ARTICLE 5 RIGHTS AND RESPONSIBILITIES

- 5.01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration except as specifically modified by a provision of the Agreement. The Board agrees that its rights and responsibilities shall be exercised in a manner that is non-discriminatory and consistent with this Collective Agreement.
- 5.02 Without limiting the generality of the foregoing, the Board’s rights shall include the following, subject to the provisions in this Collective Agreement;
- (a) the right to hire, assign, evaluate, transfer, classify, and to determine personnel requirements;
 - (b) the right to determine the number of Employees to be employed, including the qualifications, duties and responsibilities of the Employees, the hours of work within the work year;
 - (c) the right to select persons for employment and the right to select individuals to be on the Occasional Teacher list, and to determine job functions; and
 - (d) the right to make and change Board policies and procedures.
- 5.03 (a) The Board and the Union agree to abide by the Education Act, the Ontario Labour Relations Act, the Employment Standards Act, the Ontario Human Rights Code and all regulations thereunder.

(b) The Board and the Union agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offenses, marital status, family status, disability or by reason of membership or activity in the Union.

(c) No medical records or medical information shall be stored in school files. All such information shall be provided by Occasional Teachers directly to the Manager of Human Resources, or designate, and stored in a confidential manner.

Evaluations

- 5.04 (a) Only Supervisory Officers, Elementary Principals and Vice-Principals shall evaluate an Occasional Teacher's competence.
- (b) The Occasional Teacher shall be given at least two (2) day's prior notice of any classroom evaluation.
- (c) A pre-evaluation meeting shall be held between the evaluator and the Occasional Teacher in advance of a classroom observation for evaluation.
- (d) A post-observation meeting will be held to debrief and provide the Occasional Teacher with feedback for professional growth, as well as discuss the outcome of the evaluation.
- (e) Any evaluation of an Occasional Teacher shall be made in writing and signed by the Evaluator within ten (10) days of the date of the evaluation, with a copy to the Occasional Teacher.
- (f) Where any performance appraisal of an Occasional Teacher has resulted in an unsatisfactory rating, the Principal will meet with the Occasional Teacher and a representative of the union to share any improvement plan.

Just Cause

- 5.05 (a) An Occasional Teacher who has worked thirty (30) teaching days (Probationary Period) or more shall not be dismissed or disciplined or have his/her name removed from the Occasional Teacher Roster without just cause. In the event of disciplinary action or dismissal, the Occasional Teacher shall be given the reasons in writing. Such cause shall be communicated in writing within ten (10) school days from the time the teacher is informed of such action being taken. A copy of the letter shall be provided to the Local President. Retired Teachers shall not be required to serve a Probationary Period.
- (b) When a Principal or Supervisor calls an Occasional Teacher to a meeting which may result in discipline or discharge, the Principal or Supervisor shall inform the Teacher of the nature of the meeting. For such a meeting the Teacher shall be notified of their right to Union representation.
- 5.06 In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given three (3) teaching days' notice or three (3) days' pay in lieu of notice.

ARTICLE 6 ACCESS TO INFORMATION

- 6.01 The Board agrees to abide by the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 6.02 An Employee shall have access to their Personnel File kept in the Human Resources Department and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the Permanent Record.
- 6.03 The Local (Union) shall make all requests for data related to negotiations through the Executive Officer of Employee and Labour Relations or their designate.
- 6.04 Upon written request of the Occasional Teacher to the Director of Education, documents contained in the Occasional Teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file at the later of two (2) years or 100 days worked for the Board as an Occasional Teacher from the date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in an Occasional Teacher's file.

ARTICLE 7 COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

- 7.01 Within thirty (30) days of the signing of this agreement, each member of the bargaining unit shall be provided with an electronic copy of this Collective Agreement, which may be copied at the member's worksite. Each applicant, when accepted for employment, shall be provided with an electronic copy, which may be copied at their worksite.

ARTICLE 8 OCCASIONAL TEACHER ROSTER AND LONG TERM OCCASIONAL TEACHER LIST

- 8.01 An Occasional Teacher must be qualified to teach in Ontario to be eligible for inclusion on the Occasional Teacher Roster and Long Term Occasional Teacher List.
- 8.02 The Occasional Teacher Roster shall be maintained in accordance with Regulation 274.
- 8.03 Twice annually the Labour Relations Committee will review and discuss the LTO List hiring process. The Local shall have the opportunity to put forward recommendations for consideration.
- 8.04 An Occasional Teacher shall notify the Human Resources Department of the Board, by e-mail or written notice, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 8.05 As soon as possible, but not later than September 15 of each school year, the Board will provide the Local with the names, addresses, email addresses (if available), telephone numbers, specific days of the week the Occasional Teacher is available to work and specific schools where the

Occasional Teacher is willing to teach for all Occasional Teachers on the Board's Roster. Thereafter, this information will be provided on a monthly basis.

- 8.06 The Board will attempt to ensure that the Occasional Teacher Roster and Occasional Teacher List contains only the names of those Occasional Teachers actively seeking assignments.
- 8.07 At the discretion of the Board, an occasional Teacher that has not worked or actively sought work in two (2) school years may be removed from the Roster.

ARTICLE 9 CALLING OF OCCASIONAL TEACHER FOR CASUAL OCCASIONAL TEACHING ASSIGNMENTS

- 9.01 An Occasional Teacher shall indicate on the form provided by the Board a preference for specific zones and schools where the Occasional Teacher prefers to teach.
- 9.02 (a) When the services of an Occasional Teacher are required, the Principal or Designate will call or utilize the electronic dispatch system.
 (b) Prior to accepting an OT assignment, an OT teacher is entitled to know the name of the school and the name of the teacher they are expected to replace.
- 9.03 The Board will consult with the Union prior to the implementation of a new calling system and for a review of the calling system.

ARTICLE 10 CALLING OF OCCASIONAL TEACHERS FOR LONG TERM OCCASIONAL TEACHING ASSIGNMENTS

POSTING

- 10.01 The Board will post electronically Long Term Occasional Teacher positions where the Board is aware of the assignment at least fifteen (15) school days prior to the commencement of the assignment and where the assignment is at least two months in duration. The Board will post the position electronically for five (5) school days. During the months of July and August, the Board agrees to post electronically for seven (7) calendar days.

ARTICLE 11 SALARY

- 11.01 The Board shall pay rates of remuneration in accordance with the following:

(a)

ETFO - Casual Occasional Teacher	Aug. 31/19	Sept. 1/19	Sept. 1/20	Sept. 1/21
	0.5% Increase	1% Increase	1% Increase	1% Increase
Daily Rate	\$228.63	\$230.92	\$233.23	\$235.56
Vacation Pay	\$9.15	\$9.24	\$9.33	\$9.42
Total Daily Rate	\$237.78	\$240.15	\$242.55	\$244.98

(b) Should the school year commence before September 1st in any given year, all increases in grid cells, wages and allowances effective as of September 1, shall be applied to payments made to members of the bargaining unit in respect of days worked in that school year prior to September 1. For greater clarity, a working day for purposes of this article shall include both an instructional day and a Professional Activity day.

(c) An Occasional Teacher shall be placed on the ETFO Teacher Salary Grid in accordance with the Teacher's recognized teaching experience and category placement on completion of 10 consecutive days of teaching in one assignment and retroactive to the first day the Occasional Teacher began the assignment.

In addition, Long Term Occasional teaching experience earned after January 1, 1998, shall be recognized as teaching experience and shall be calculated into the experience placement. It shall be the responsibility of the Occasional Teacher to provide the Board with all relevant statements of teaching experience. Experience will be calculated once in a school year. In no case shall an Occasional Teacher receive more than one full year's credit for a combination of teaching experience within one school year.

(d) All rates are deemed to include vacation pay, and statutory holiday pay. The daily rate for Long Term Occasional Teacher assignments will be calculated by dividing the annual salary by 194.

(e) A Professional Activity Day, Emergency School Closure, a full withdrawal of services strike by any employee group or a recognized Religious Holiday shall not interrupt the continuity of the Long Term Occasional Teaching assignment or a casual daily assignment that may progress into a Long Term Occasional Teaching assignment.

11.02 Category Change for Long Term Occasional Teachers

11.02.01 A Long Term Occasional Teacher shall provide the Board with a QECO Statement of Evaluation for a higher salary category change.

11.02.02 If the QECO Statement of Evaluation indicates that the Long Term Occasional Teacher was so qualified prior to the first day of the Long Term Occasional Assignment, the Long Term Occasional Teacher's salary shall be adjusted as of the first day of the Long Term Occasional Assignment. If the Long Term Occasional Teacher becomes qualified after the first day of the Long Term Occasional Assignment, the Long Term Occasional Teacher's salary shall be adjusted effective to the date of completion of the course that qualifies the Long Term Occasional Teacher for a change in category.

11.02.03 To protect the retroactive adjustment, the QECO Statement of Evaluation must be provided by the Long Term Occasional Teacher to the Board by August 31st of the school year in which the application for category change was submitted.

11.03 Documentary Proof For New Long Term Occasional Teacher Hires

The onus shall be upon the Long Term Occasional Teacher to provide documentary proof of the following upon entering employment or upon a change in category (as outlined above):

1. Teacher certification
2. Teaching experience
3. Related experience
4. QECO Statement of Evaluation

To protect the retroactive adjustment in a Long Term Occasional Assignment, all documentation must be provided by the Long Term Occasional Teacher to the Board by August 31 of the year of hire; otherwise, should the deadline of August 31st not be met, pay will be adjusted as of the date of submission of documentary proof to the Board.

11.04 In the event a new Collective Agreement for Elementary Teachers provides for retroactive pay increases, such retroactivity shall also be applied to the pay for Long Term Occasional Teachers. Long Term Occasional Teachers who received salary during the period for which any such retroactivity applies shall receive retroactive pay.

11.05 (a) Remuneration paid to Occasional Teachers will be pro-rated for assignments to positions on less than a full-time basis, but in no circumstances will a Casual Occasional Teacher be paid for less than one-half ($\frac{1}{2}$) day. The daily Occasional Teacher remuneration shall be determined either by a half day or full day workload.

(b) Notwithstanding the foregoing, if a Long Term Occasional Teacher works additional time on the same calendar day as their Long Term Occasional Assignment, the Long Term Occasional Teacher will be paid on grid for the Long Term Occasional Assignment and paid for the remainder of the time at the proportionate amount of a casual daily rate even where that proportionate amount is less than half a day, according to the terms in 11.05(a) above and not to exceed a 1.0 day.

11.06 Effective January 1, 2016, Occasional Teachers shall be paid for all work completed between the first of the month and the 15th of the month on the last pay date of the month. For all work completed from the 16th of the month until the last day of the month, Occasional Teachers shall be paid on the first pay date in the following month. Should any pay date fall on a weekend or a holiday, payment will be made on the last business day prior to that date.

11.07 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be posted electronically for the member to access.

11.08 A Record of Employment Certificate will be issued at the request of the Occasional Teacher.

11.09 Each Occasional Teacher's category classification on the salary grid shall be determined by QECO 4 or 5 at the option of the Occasional Teacher.

ARTICLE 12 WORKING CONDITIONS

In-School Information to be Provided

- 12.01 The Principal or Designate shall provide the following in-school information to Occasional Teachers:
 - I. lesson plans for the first day,
 - II. a timetable for the Occasional Teacher's assignment (including supervision periods);
 - III. a schedule identifying period times;
 - IV. an up-to-date class list; a seating plan;
 - V. fire drill and emergency procedures;
 - VI. keys to the rooms in which the Occasional Teacher will be teaching;
 - VII. a list of students with special health-related or other needs and a list of students in special in-school support programs, including their timetables.
 - VIII. The Principal shall ensure that, to the extent possible, lesson plans and textbooks are available for the class in the case of Casual Occasional teaching assignments.
 - IX. Safety plans and behavioural plans for all applicable students;
 - X. A login so the Occasional Teacher has access to the computer system.

- 12.02 The Board agrees that the primary responsibility of the Occasional Teacher is to fulfil the teaching duties of the Elementary Teacher being replaced.

Timetable

- 12.03 The Board expects that the Principal or Designate of each school will: Assign only the regular schedule of the Teacher being replaced. Should the timetable of the Teacher include an assignment inappropriate for that Occasional Teacher (e.g. Admin Time, IEPs Literacy Resource), the Principal may reassign an equivalent professional assignment suitable for the Occasional Teacher.

The President of the Local shall address timetable and assignment issues at the Labour Relations meetings with the Board.

- 12.04 An Occasional Teacher who has not received prior notice of an early morning supervision duty on the 1st morning of an assignment, shall not be expected to perform the duty.

- 12.05 If required, in order to maintain the health and safety of students, an Occasional Teacher may be assigned one (1) supervision coverage assignment if they are replacing a teacher that does not have supervision coverage on their timetable for the day they are working.

Travel

- 12.06 The Board shall reimburse, as per Board Policy, each Occasional Teacher for travel between an assignment involving two or more schools or work sites within the Board's jurisdiction if the Teacher the Occasional Teacher is replacing normally receives the allowance.

- 12.07 When a Long Term Occasional assignment is completed prior to the required date for report cards to be submitted, the Board may request that the Occasional Teacher assist with the completion of report cards. In such an event, the Long Term Occasional Teacher shall be paid for the time to complete the report cards up to a maximum of one (1) day. The rate of pay shall be the rate the Occasional Teacher received during the Long Term Occasional teaching assignment.
- 12.08 For the purposes of Employment Insurance only, the Board agrees to report a full day of work as eight (8) hours worked. This agreement is subject to acceptance by HRDC.

ARTICLE 13 MEDICAL PROCEDURES

- 13.01 An Occasional Teacher shall not be required to provide any medical/physical assistance to pupils except in the instance of medical emergencies. An Occasional Teacher may provide such assistance as is necessary for the safety and well-being of the child.

ARTICLE 14 SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE

Occasional Teachers' Services Not Required

- 14.01 An Occasional Teacher who is called for a half-day assignment, who reports, and who finds that his or her services are not required shall be paid a half-day's pay for reporting for duty provided that the Occasional Teacher accepts other professional duties as assigned by the Principal or Designate.
- 14.02 If the Occasional Teacher has been called in for a full-day assignment, he or she shall be paid a full day's pay for reporting for duty provided that the Occasional Teacher accepts other professional duties as assigned by the Principal or Designate.

Late Calls

- 14.03 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided she or he arrives within a reasonable time of receiving such a late request.

Emergencies

- 14.04 In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers will be paid for their pre-arranged assignment.

Cancellations

- 14.05 The Board shall give a minimum of three (3) hours' notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without three hours' notice, the Board shall pay the Occasional Teacher for that assignment in accordance with Articles 14.01 and 14.02.

- 14.06 In all cases where an Occasional Teacher receives pay, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.

ARTICLE 15 OCCUPATIONAL HEALTH AND SAFETY

- 15.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.
- 15.02 When during an Occasional Teacher's scheduled workday time is provided to complete Health and Safety related training activities, Occasional Teachers shall use that time to complete the required training.
- 15.03 An individual identified as a representative for the Occasional Teachers in any matters pertaining to the Occupational Health and Safety Act shall be deemed part of the Board's Joint Occupational Health and Safety Committee and shall be certified at the next scheduled training program arranged by the Board or approved by the Board, in its sole discretion.

ARTICLE 16 HARASSMENT

- 16.01 The Board's Harassment Policy and Procedure will reflect the requirements contained in the Occupational Health and Safety Act.

ARTICLE 17 BENEFITS - See Central Terms, Part A: Section C-5 (Benefits), and LOA #6 (Benefits)

Benefit Coverage at Occasional Teacher's Expense

ARTICLE 18 SHORT-TERM PAID LEAVES OF ABSENCE

- 18.01 A Long Term Occasional Teacher shall be granted a leave of absence with pay in respect of absences set out in this article.

Attendance at Court or Tribunal

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

Quarantine

- 18.03 A Long Term Occasional Teacher shall be granted a leave of absence with pay as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon her or his duties.

Bereavement Leave

- 18.04 For Long Term Occasional Teachers, leave for the day of death will be granted without loss of pay. Bereavement Leave of up to seven (7) consecutive calendar days commencing the day after death, without loss of pay, shall be granted for bereavement in the family. Family means spouse, children, step-children, parents, step-parents, parent-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, sons-in-law, daughters-in-law. Child shall include a person to whom the Occasional Teacher stands in the position of a parent. Spouse shall include a common-law or same sex partner with whom the Occasional Teacher resides. At the discretion of the Director or Designate additional teaching days without loss of pay or employee benefits may be granted to meet the exigencies of distance and special circumstances.
- 18.05 For Long Term Occasional Teachers, bereavement leave for the death of a close, personal friend or relative not mentioned in the list above, may be granted at the discretion of the Director or Designate, without loss of pay or employee benefits.

Compassionate Leave

- 18.06 One (1) day per school year shall be granted by the Director or Designate for an Occasional Teacher on a Long Term Occasional assignment of four (4) months or greater, to attend to the serious illness or injury of a member of the immediate family (spouse, children, parent, siblings) without loss of pay. Child shall include a person to whom the Occasional Teacher stands in the position of a parent. Spouse shall include a common-law or same sex partner with whom the Occasional Teacher resides. The Occasional Teacher may request an extension of the compassionate leave which may be granted at the sole discretion of the Director or Designate.

Activities Outside the Instructional Day

- 18.07 A Long Term Occasional Teacher with a Long Term Occasional Assignment of one (1) year participating in extra-curricular activities that involves fifty (50) hours shall be entitled to one (1) paid school day. This day must be taken in the school year in which it was earned and by mutual agreement of the Long Term Occasional Teacher and Principal. The Long Term Occasional Teacher shall be responsible for keeping a record of dates and hours spent in extra-curricular activities and submitting this record to the Principal on a weekly basis.
- 18.08 A Long Term Occasional Teacher may be granted an unpaid leave of absence in special circumstances at the discretion of the Director of Education, or Designate. While this time shall not count in any consideration of consecutive days, neither shall it be deemed an interruption of consecutive days. Such requests will be submitted to the Principal.

ARTICLE 19 PREGNANCY/PARENTAL LEAVE

- 19.01 For Long Term Occasional Teachers, Pregnancy and Parental leave will be granted in accordance with the Employment Standards Act.

19.02 Long Term Occasional Teachers will be granted statutory leaves and associated SEB in accordance with C10.00.

ARTICLE 20 LABOUR RELATIONS COMMITTEE

20.01 There will be a Labour Relations Committee. The parties agree to meet on mutual consent to discuss issues of concern.

ARTICLE 21 GRIEVANCE PROCEDURE

21.01 Definitions

21.01.01 "Grievance" is defined and restricted to the interpretation, application or alleged violation of a specific article or section of this Agreement and any Letter of Understanding that indicates it is grievable.

21.01.02 "Party" shall be defined as:
a) The Local/Union
b) The Board.

21.01.03 "Statement of Grievance" shall be in writing, naming the Party involved and
a) shall state the facts giving rise to the Grievance;
b) shall identify the article or articles allegedly violated;
c) shall state the contention of the Party with respect to the provisions;
d) shall indicate the specific relief requested.

21.02 General Guidelines

21.02.01 The time limits and other procedural requirements set out in this Article are mandatory and not merely directory. If the Grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

21.02.02 If an official fails to reply to a grievance within the time limit set out at any stage, the Grievor will submit the grievance to the next step of the grievance procedure.

21.02.03 At any stage of the grievance procedure, the time limits imposed upon either Party may be extended by written mutual agreement.

21.02.04 The Grievor may elect to be represented by counsel or representative of the Union at any stage of the grievance - arbitration procedure.

21.02.05 Days referred to in this procedure are working days.

- 21.03 Complaint
- 21.03.01 If an Occasional Teacher who is covered by this Agreement claims to have a complaint, the Teacher may informally attempt to resolve the matter with the Principal within ten (10) days of the occurrence giving rise to the complaint or within ten (10) days of the time that the Occasional Teacher should reasonably have been aware of the alleged violation.
- 21.03.02 The Principal shall meet with the Occasional Teacher at a mutually agreed upon time to attempt to resolve the complaint informally after consultation with the appropriate Superintendent and shall state a position in writing within five (5) days of receiving the complaint.
- 21.04 Step One
- 21.04.01 Should the Grievor be dissatisfied with the stated position of the Principal, regarding the complaint, such complaint shall be submitted in writing in accordance with Article 21.01.03 to the appropriate Superintendent within seven (7) days after the receipt of the reply from the Principal involved.
- 21.04.02 The complaint shall constitute a formal grievance at Step One.
- 21.04.03 The appropriate Superintendent shall arrange a meeting with the Union at a mutually agreed upon time within five (5) days of receipt of the written complaint and attempt to resolve the complaint.
- 21.04.04 The appropriate Superintendent shall answer the grievance in writing within seven (7) days following the meeting.
- 21.05 Step Two
- 21.05.01 Should the Grievor be dissatisfied with the stated written position of the appropriate Superintendent, the Grievor may submit, within seven (7) days after the receipt of the written position of the Superintendent, a written request for a meeting with the Director or Designate.
- 21.05.02 The Director, or designate, will hold such a meeting within seven (7) days of the Union's request.
- 21.05.03 The Director shall give the Grievor a decision in writing within seven (7) days following the meeting.

21.06 Policy Grievance

21.06.01 The Local or Board shall have the right to file a grievance commencing at Step Two , following the applicable procedures, concerning the interpretation, application, administration or alleged violation of the Agreement.

21.06.02 Such grievance shall be filed within fifteen (15) days of the occurrence giving rise to the complaint or within fifteen (15) days of the time that the Local/Board should reasonably have been aware of the alleged violation.

21.07 Arbitration

21.07.01 If no settlement is reached at Step Two, either Party may refer the matter to Arbitration within seven (7) days after the receipt of the Director's/Designates reply under the terms as established in the Labour Relations Act.

21.07.02 The Parties may, by written agreement, substitute a single Arbitrator for the Board of Arbitration and such Arbitrator shall possess the same powers and be subject to the same limitations.

- a) The jurisdiction of the single Arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance and the terms of the agreement.
- b) The single Arbitrator or Arbitration Board shall not by decision add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.
- c) The single Arbitrator's or Arbitration Board's decision shall be final and binding upon the Parties.

21.08 Cost of Arbitration

Each of the Parties shall pay the expenses of its appointee to the Arbitration Board, and each Party shall pay one-half (1/2) of the remuneration and expenses of the single Arbitrator or the Chair of the Arbitration Board.

21.09 Cost to Individual Occasional Teacher

Any grieving Local Member shall be allowed the necessary time off school to attend the arbitration hearing, without loss of pay or employee benefits. The cost of an Occasional Teacher, if necessary, will be borne by the Union, and there will be no cost to the Board.

21.10 Grievance Mediation

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

ARTICLE 22 STRIKES AND LOCKOUTS

- 22.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the Labour Relations Act and the *Education Act*, the *School Boards Collective Bargaining Act, 2014*, as applicable.
- 22.02 During a legal strike undertaken by members of another bargaining unit at the School Board, no member of this Local OT Bargaining Unit shall be required to do the struck work of that other bargaining unit.

ARTICLE 23 UNION REPRESENTATION

- 23.01 The Union shall notify the Board in writing of the names of persons elected to office in the Union.
- 23.02 The Board shall provide to the Union bulletin board space in each elementary school for the posting of notices which may be of interest to Occasional Teachers.

ARTICLE 24 CORRESPONDENCE

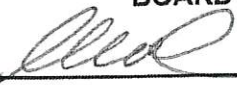
- 24.01 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Director of Education or Designate, and from the President of the Union or Designate.

ARTICLE 25 PROFESSIONAL ACTIVITY DAYS

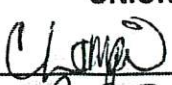


- 25.01 The Board shall provide information to the Union about the Professional Development activities provided by the Board.
- 25.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 25.03 A Long Term Occasional Teacher will participate in, and be paid for, all Professional Activity Days during the term of the Long Term Assignment.
- 25.04 An Occasional Teacher may request to attend, without pay, a scheduled Professional Activity Day arranged by the Board. Such requests shall be made to the Director or Designate.
- 25.05 The Board will endeavour to provide opportunities for all Occasional Teachers to participate in relevant Professional Development offered, including training specific to classroom technology.

IN WITNESS WHEREOF the parties have through their duly authorized representatives hereunto signed their names as of the 16th day of November, 2021.

BOARD


P. Keffler
S. Mackinnon

UNION



G. Deenald

Charlita Dallyne
