

COLLECTIVE AGREEMENT

between

YORK REGION DISTRICT SCHOOL BOARD

and

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

YORK REGION, OCCASIONAL TEACHERS' LOCAL

September 1, 2019 to August 31, 2022



Available online at:

<https://bww.yrdsb.ca/boarddocs/Documents/SD-ETFOocccollectagreement.pdf>

Collective Agreement

between the

York Region District School Board


and


Elementary Teachers' Federation of Ontario
York Region, Occasional Teachers' Branch

For September 1, 2019 to August 31, 2022

The attached agreement has been negotiated by a joint committee of the Negotiating Committee of the Elementary Teachers' Federation of Ontario – York Region, Occasional Teachers' Branch and the Negotiating Committee of the York Region District School Board. The term of the Agreement shall be September 1, 2019 to August 31, 2022.

For ETFO-OT YR


Jerry DeQuetteville
ETFO


Nadia Ciacchi
ETFO-YR OT President


Betty-Lou Twiddy
ETFO-YR OT Chief Negotiator


Lisa Mastrobuono
ETFO

For the Board


Mark Eoya
Chief Negotiator


Clayton LaTouche,
Associate Director

PART A

CENTRAL TERMS

Not all central provisions are applicable to ETFO-YR OT members. Consult the specific central terms to determine what is applicable to permanent, occasional or long-term occasional teachers.

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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

PART B

LOCAL TERMS

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PART B – LOCAL TERMS

PART L.A – GENERAL

L.A.1.0 – GENERAL PURPOSE OF AGREEMENT

- L.A.1.1 It is the desire of both parties to this Agreement to set terms and conditions of employment and to maintain and further harmonious relations between the Board and the Union and to provide for the prompt and equitable disposition of grievances.
- L.A.1.2 The Board shall make available to each Occasional Teacher on the Occasional Teachers' Roster a copy of the current Collective Agreement in force between the Board and the Union and it shall be posted electronically.
- L.A.1.3 The Board shall provide to the Principal of each elementary school under the jurisdiction of the Board, a copy of this Collective Agreement which shall be posted electronically.

L.A.2.0 – TERMS OF AGREEMENT

- L.A.2.1 Any amendments to, additions to, deletions from or deviations from this Collective Agreement shall be made in writing upon mutual consent of the parties and any such amendment, addition, deletion or deviation shall have effect from such date as shall mutually be agreed upon.
- L.A.2.2 A party desiring to amend under the above shall give written notice to the other party to this effect. The parties shall meet within thirty (30) calendar days to determine if the other party will agree to negotiate the proposed change.

L.A.3.0 – DEFINITION OF TERMS

- L.A.3.1 "Occasional Teacher" shall mean an Occasional Teacher as defined in the *Education Act* (Section 1.1).
- L.A.3.2.1 "Long Term Occasional Teacher" shall mean a teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a replacement for one teacher employed under a permanent or probationary contract. All other Occasional Teachers covered by this Agreement are referred to as Short Term Occasional Teachers.
- L.A.3.2.2 Notwithstanding L.A.3.2.1, if the teacher being replaced returns for one day and is once again replaced by the same occasional teacher, the number of instructional days will be deemed to be consecutive. This clause would only apply once during the teacher's absence and only if the reason for the teacher's second absence is the same as the first absence.
- L.A.3.3 "Short Term Occasional Teacher" means any qualified elementary Occasional Teacher who is not a "Long Term Occasional Teacher".
- L.A.3.4 "Days" means instructional days unless otherwise specifically provided. "Instructional days" shall be those designated each school year by the Board and do not include professional activity days or school holidays.

- L.A.3.5 “Occasional Teacher Roster” means the list of all Occasional Teachers in the bargaining unit who are qualified and who have been accepted by the Board to teach as Occasional Teachers in the Board’s elementary panel.
- L.A.3.6 “Union” means the Elementary Teachers’ Federation of Ontario and the Elementary Teachers’ Federation of Ontario -York Region, Occasional Teachers’ Local.
- L.A.3.7 “Elementary Teachers” shall mean the elementary teachers, other than occasional teachers, employed by the Board in its elementary panel.
- L.A.3.8 When the context requires, the singular shall include the plural, the masculine shall include the feminine and the feminine shall include the masculine.

L.A.4.0 – RECOGNITION

- L.A.4.1 The employer being the York Region 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 the elementary panel.
- Unqualified persons as defined in section 1(1)(66) of the *Education Act* are excluded from the bargaining unit.
- L.A.4.2 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- L.A.4.3 No person covered by any other Agreement shall be covered by this Agreement. However, a person who is covered as a regular teacher in respect of part-time employment with the Board and who is accepted by the Board for additional employment as an Occasional Teacher, shall be covered by this Agreement in respect to such Occasional Teaching employment.

L.A.5.0 – REPRESENTATION

- L.A.5.1 At any further negotiations for the renewal of this Agreement, the Board shall recognize and meet with a Negotiating Committee of the Union consisting of not more than three (3) Occasional Teachers.
- L.A.5.2 The Board agrees to recognize a Grievance Committee comprised of two members of the Union Executive. The Board shall not be required to recognize any person as a committee or executive member until so notified. The Union will supply the Board with the names of its officials and committee members. Similarly, the Board will, if requested, supply the Union with a list of its supervisory personnel.
- L.A.5.3 At the request of the Union, a member of the Union’s Negotiating Committee, Grievance Committee or Union Executive, who is on a long term occasional assignment, shall be excused from his or her teaching duties to conduct Union business. These leaves shall be subject to the prior approval of the appropriate Supervisory Officer, with notification to the Principal. Such approval will not be unreasonably withheld.

L.A.5.4 All correspondence between the parties, arising out of this Agreement shall pass to and from the Superintendent responsible for Human Resource Services or designate, and to and from the President of the Union or designate.

L.A.6.0 – GRIEVANCE PROCEDURE

L.A.6.1 The purpose of this Article is to establish a procedure for the settlement of grievances.

L.A.6.2 Definitions:

- a) A “grievor” shall mean the Board, a teacher or group of teachers or the Union filing a grievance.
- b) A “complaint” shall mean a difference in interpretation, application or alleged violation of this Collective Agreement.
- c) A “grievance” shall mean a complaint specified on a written grievance form or a grievance under the provisions of L.A.6.6.

L.A.6.3 Any grievor who has a complaint may discuss his/her complaint informally with his/her principal or immediate supervisor. This does not preclude the grievor’s right to consult with the Executive of the appropriate Union or its designate before taking any action. Such a complaint shall be brought to the attention of the principal or immediate supervisor within ten (10) instructional days of the incident giving rise to the complaint or within ten (10) instructional days when the grievor ought reasonably to have become aware of the incident. The principal or immediate supervisor shall state his/her decision verbally within five (5) instructional days of receiving the complaint.

L.A.6.4 Step 1:

Should the complaint be unresolved, the grievor may refer such matter in writing on a prescribed complaint form to the Director or his/her designate within ten (10) instructional days of receipt of the reply of the principal (or immediate supervisor) to the complaint. The complaint shall specify the reasons for the complaint, contain a precise statement of the facts relied upon, indicate the relief sought, and be signed by the grievor. The Director or his/her designate shall answer the complaint in writing directly to the grievor within ten (10) instructional days of receipt of the complaint form.

Either party can request that a meeting take place prior to a reply being given at Step 1. The meeting will include the grievor, the Union Representative, the Director or his/her designate and the principal and/or his/her designate.

L.A.6.5 Step 2:

If no resolution is reached at Step 1, the grievor, representatives of the Union or their designate and representatives of the Board shall schedule a meeting within fifteen (15) instructional days of receipt of the reply of the Director or his/her designate confirming the date, time and place of the Step 2 meeting to present the grievance to a panel of at least two (2) Supervisory Officers appointed by the Director or designate. If the grievance is not settled within five (5) instructional days, it may be referred to arbitration as provided in L.A.7.0.

Supervisory Officers involved in decision making at Step 1, may not participate in the decision at Step 2.

- L.A.6.6 The Board or the Union or its designate may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) instructional days of the incident giving rise to the complaint or circumstances giving rise to the grievance having come or ought to have come to the attention of the grievor and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under L.A.7.0 by either the Union or its designate in the case of a Union grievance or the Board in the case of a Board grievance.
- L.A.6.7 One or more of the steps in the grievance procedure may be omitted by the written consent of the Union or its designate and the Board in respect of the processing of a particular grievance.
- L.A.6.8 Teachers and the Union or its designate are required to follow the procedures laid down in this Article in respect of a complaint or a grievance, and if the Union or its designate or any teacher(s), as the case may be, appeals directly to any Trustee of the Board, all rights under this Article shall be forfeited.
- L.A.6.9 Any complaint or grievance that is not commenced or carried through to the next stage of the grievance procedure within the time specified in the procedure shall be deemed to have been dropped.
- L.A.6.10 However, time limits specified in the procedure may be extended by mutual agreement in writing between the Board and the Union or its designate.
- L.A.6.11 Parties to the grievance shall furnish each other with all pertinent information relevant to the grievance.
- L.A.6.12 None of the parties to this Collective Agreement shall deprive a teacher of his/her right to negotiate and process any grievance pursuant to the provisions of this Article with the assistance of the appropriate Union representative.
- L.A.6.13 No teacher may proceed to arbitration without a referral from their Union.
- L.A.6.14 Once a grievance procedure has been exhausted, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be appointed as the mediator. The fees for the appointed mediator shall be shared equally by the parties.

The timelines of the grievance procedure shall be frozen at the time the parties mutually agree to the mediation procedure.

L.A.7.0 – ARBITRATION

- L.A.7.1
 - a) The party desiring arbitration shall notify the other party in writing within fifteen (15) days of the reply under Step 2 of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

- b) The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of the name of its appointee to the Arbitration Board.
- c) Where two appointees are so selected they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman.
- d) If the recipient party fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman, the appointment shall be made by the Ontario Labour Relations Board upon request of either party.
- e) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representative and determine the difference or allegation and shall issue a decision. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.
- f) The Arbitrator or Arbitration Board, as the case may be, shall not by the decision rendered, add to, delete from, modify or otherwise amend the provisions of the Agreement.

L.A.7.2 Cost of Arbitration:

The fees for a single Arbitrator, or a Chairman of a Board of Arbitration shall be shared equally by the parties. Each party shall be responsible for the fees of its nominee.

L.A.8.0 – MANAGEMENT RIGHTS

- L.A.8.1 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its administration. The Board agrees to exercise its rights in a fair and reasonable manner in all matters pertaining to this Collective Agreement.
- L.A.8.2 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of any Occasional Teacher to lodge a grievance under the grievance procedures here provided for, the Occasional Teachers and the Union recognize and accept that it is the right of the Board to:
 - a) hire, transfer, promote, demote, classify, direct, assign, or layoff;
 - b) suspend with or without pay, remove an Occasional Teacher from the Occasional Teacher List, discharge or otherwise discipline an Occasional Teacher for just cause, recognizing that a lower standard may be applied to just cause for a probationary Occasional Teacher;
 - c) plan and direct the nature and quality of teaching programs, the number of teachers to be employed, the number of students to be allocated to a program, the subjects to be taught, the designation of positions of responsibility, the hours and days of teaching and instruction, and such other duties and responsibilities

of the Board as are outlined in the statutes and regulations and regulations pertaining to education in the Province of Ontario;

- d) to make, enforce, and alter from time to time, rules, regulations and policies governing Occasional Teachers, which do not conflict with any provisions of this Agreement.

L.A.8.3 Occasional Teachers shall serve a probationary period of thirty (30) days taught in the bargaining unit in a two (2) year period or a probationary period of twenty (20) days taught in the bargaining unit within a one (1) year period.

L.A.8.4 A notice of termination of employment from the position of Occasional Teacher with the Board, shall be copied to the President of the Elementary Teachers' Federation of Ontario – York Region Occasional Teachers' Local.

- L.A.8.5
- a) Notwithstanding Article L.A.8.2 (b), an Occasional Teacher given a non-disciplinary suspension pending the outcome of an investigation shall be paid during that suspension period.
 - b) The pay referred to in L.A.8.5 (a) shall be determined based on the average daily amount of pay of the particular Occasional Teacher during the twenty (20) instructional days immediately preceding the commencement of the suspension.
 - c) The entitlement specified in L.A.8.5 (a) and L.A.8.5 (b) shall be available to all Occasional Teachers.

L.A.9.0 – STRIKE OR LOCKOUT

L.A.9.1 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 *Ontario Labour Relations Act* and the *School Boards Collective Bargaining Act*, as amended from time to time.

L.A.9.2 Notwithstanding the foregoing, Occasional Teachers may strike and the Board may lockout Occasional Teachers in accordance with the provisions of the *Ontario Labour Relations Act* and the *School Boards Collective Bargaining Act*.

L.A.9.3 In the event that any employees of the Board, other than those covered by this Agreement, engage in a lawful strike and maintain a picket line, employees covered by this Agreement shall not be required to perform work done by those employees.

L.A.10.0 – UNION DUES AND ASSESSMENTS

L.A.10.1 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the Union by the 15th of the month following the date on which the deductions were made.

The Union must inform the Board of the amount to be deducted each school year no later

than August 31st of each year.

- L.A.10.2 The payment shall be accompanied by a dues submission list showing the names, addresses, home telephone numbers, Social Insurance Number, wages earned, dues and assessments deducted, and the number of days worked for each Occasional Teacher employed by the Board. At the same time this list is sent to the provincial union office, a copy will be sent to the local Union President.
- L.A.10.3 The Board shall provide to the Union, by September 15th each year, a letter stating the total number of days of elementary casual and long term occasional teaching days for the previous school year. At the same time this letter is sent to the provincial union office, a copy will be sent to the local Union President.
- L.A.10.4 The Board shall deduct an annual levy from each Occasional Teacher's pay. The Union must inform the Board of the amount to be deducted each school year no later than August 1st of each year.
- L.A.10.5 The Union shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deductions and remittance of dues by the Board pursuant to this Article.

L.A.11.0 – PERSONNEL FILES

- L.A.11.1 A teacher shall have access during normal business hours to all their personal data/documents maintained in their personnel file by the Board. The teacher or designate shall have the right to make copies of any material contained in such file.
- L.A.11.2 Where a teacher authorizes in writing access to his/her personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- L.A.11.3 Teachers shall receive copies of any disciplinary or evaluation materials which are placed in their personnel file within three (3) instructional days of the materials being placed in the file.
- L.A.11.4 If a teacher identifies in writing inaccuracies or errors in documents contained in the personnel file and/or provides notices of corrections or inaccuracies to such documents, the Board shall either confirm or amend the information and shall notify the teacher in writing, in a timely fashion, of its decision.
- L.A.11.5 Documents contained in a teacher's personnel file which are of a disciplinary nature shall be removed from the file no later than three (3) years after their date of issue, provided that there is no recurrence of similar behaviour requiring additional disciplinary action.
- L.A.11.6 All detailed medical information shall be maintained in a separate file by the Board's Superintendent responsible for Human Resource Services or designate. Teachers' personnel file will not contain copies of medical information.
- L.A.11.7 A teacher shall notify the Board in writing within fourteen (14) days of any change of address. If a teacher fails to do so, the Board will not be responsible for failure of a notice to reach

such teacher. Any notice sent by the Board via registered mail or courier to the teacher's address which appears on the Board records shall be conclusively deemed to have been received by the teacher.

L.A.12.0 – CRIMINAL RECORD CHECK

L.A.12.1 Where required by legislation or the employer, the Board shall pay all future costs for any required employment related police check or offence declarations for occasional teachers pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law.

Employees shall use the service designated by the Board. All information obtained through this process shall be collected and managed in a secure manner that provides for confidentiality and privacy for employees.

PART L.B – SALARY

L.B.1.0 – SHORT TERM ASSIGNMENTS

L.B.1.1 The Board shall pay, in respect of each day of employment with the Board in a short term teaching assignment, the following rates of pay effective:

September 1, 2019 - \$247.03

September 1, 2020 - \$249.50

January 1, 2021 - \$252.00

The rates outlined above are inclusive of statutory holidays and vacation pay.

L.B.1.2 Short Term Occasional Teachers who accept an assignment in a school north of Ravenshoe Road shall be paid an additional allowance of \$20.00 per day.

L.B.2.0 – LONG TERM OCCASIONAL TEACHERS

L.B.2.1 A Long Term Occasional Teacher shall be paid in accordance with the salary grid and with additional degrees and certificates in effect pursuant to the Board's Elementary Teachers' Collective Agreement. This amount includes the total of vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under the applicable legislation.

L.B.2.2 It is agreed by the parties that the terms of this Collective Agreement provide to all employees covered by it, rights or benefits regarding holidays and vacation pay which are equal or greater than the minimum provided under the *Employment Standards Act*.

L.B.2.3 Recognized teaching experience, accrued as a certified teacher and supported by appropriate documentation, for the purpose of B.2.0 above, shall include the following:

a) Full-time Elementary or secondary teaching experience with the Board, any other school board in Ontario or school on the Board's approved list that is used to establish step on the grid. This is to be adjusted by the following:

i. teaching experience in other schools or other jurisdictions may be used

to establish the step on the grid at the time of hiring as determined by the Board;

- ii. experience for part of a year will be credited at 1/10th of the yearly increment per month or major fraction thereof provided that the teacher was a permanent on a full-time basis and provided the teacher held a permanent or probationary contract or a Long Term Occasional Teacher's Agreement with the Board or any other school board in Ontario. If such teaching was on a part-time basis the increment will be pro-rated. No credit shall be given under L.B.2.3 (a)(ii) for experience in the current school year;
- iii. at the beginning of each school year, teaching experience in fractions of years will be added to give complete steps for each ten (10) months if the experience is in York Region or has been accepted in L.B.2.3(a)(ii);
- iv. experience for short-term assignments with the York Region District School Board in the previous school year credited such that each full twenty (20) days worked shall be considered as the equivalent of one month of full-time experience.

L.B.2.4 In determining a Long Term Occasional Teacher's category placement on the Salary Grid, the Board will be guided by the definitions set out in Qualifications Evaluation Council of Ontario Programme 4 or Programme 5.

L.B.2.5 Occasional Teachers shall be paid bi-weekly through bank deposit on the pay dates specified in the Board's schedule, providing the Occasional Teacher has worked during the previous pay period.

L.B.2.6 The payment shall be deposited at the bank branch of the teacher's choice. If the teacher requests that his/her payment be deposited in a trust company or credit union which is not on the CIBC electronic network (service code 1), he/she may not receive his/her payment on the regular pay dates as specified in L.B.2.5. The funds will be deposited at a later date whenever the processing of the pay by the banking institution is completed. The teacher assumes full responsibility with regards to any consequences which arise from choosing an institution, which is not on the CIBC electronic network (service code 1).

If the teacher requests that his/her salary be deposited in a trust company or credit union and there are additional charges incurred, such additional charges will be deducted from the teacher's salary.

L.B.2.7 It is the teacher's responsibility to notify the Board immediately upon a change of banking information.

L.B.3.0 – RETROACTIVE PAYMENT

L.B.3.1 In the event of a late settlement between the Board and the Elementary Teachers (full-time bargaining unit) that contains a retroactive salary increase, any resulting retroactive increases to Long Term Occasional Teachers shall be paid to all those Long Term Occasional

Teachers who worked during the time period covered by the retroactive pay.

For active or inactive employees for whom current banking information is available the funds will be deposited electronically. Where banking information is not available the Board will be considered to have met its obligation and the former Long Term Occasional Teacher shall no longer be entitled to that retroactive payment. The money then remains the property of the Board, unless otherwise stipulated by settlement and/or legislation.

L.B.4.0 – QUALIFICATIONS

- L.B.4.1 In order to receive any retroactive salary adjustment for qualifications, it shall be the responsibility of the Long Term Occasional Teacher to provide the Board with a Qualifications Rating Statement, and any supporting documents, within six (6) months of the start of the Long Term teaching assignment. Any Long Term Occasional Teacher who fails to provide the Statement and/or supporting documents within that timeframe, shall not be entitled to any retroactive salary adjustment, but rather shall have their salary adjustment applied effective on the date that the Statement and/or supporting documents are provided to the Board.

Where the Qualification Rating Statement has not been received within the six (6) months noted above, the teacher may request further consideration by providing proof acceptable to the Board that the teacher applied to QECO within thirty (30) days of commencing the LTO assignment.

L.B.5.0 – EARLY TERMINATION OF LONG TERM ASSIGNMENTS

- L.B.5.1
- a) In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, due to the early return of the teacher on leave, the Long Term Occasional Teacher will be given ten (10) working days' notice or ten (10) working days pay in lieu of notice. The ten (10) working days' notice may include reassignment, but at the Long Term Occasional Teacher rate of pay.
 - b) Where an Occasional Teacher continues in a Long Term Occasional assignment supporting a contract teacher's graduated return to work from medical leave, upon request by the Occasional Teacher, he/she will be assigned to the school's preferred list beyond the provisions outlined in article L.D.4.0 for daily OT work for the remainder of the school year.

- L.B.5.1.1 In the event that the assignment of the Long Term Occasional Teacher is terminated prior to the originally scheduled date for reasons other than stated in L.B.5.1 or other than just cause including receipt of an unsatisfactory evaluation, the Occasional Teacher shall be reassigned to short term occasional assignments daily or to another Long Term Occasional assignment of equal or greater duration until the originally agreed termination date at the Long Term Occasional Teacher rate of pay.

L.B.6.0 – CALL-OUT ERROR

- L.B.6.1 The parties agree that a job confirmation number must be received by a daily Occasional Teacher prior to determining that a call out error has occurred.

- L.B.6.2 An Occasional Teacher who reports for a half day assignment as a result of a call-out error on the part of the Board shall be given appropriate employment for one half day or shall be paid a half day's pay for reporting for duty.
- L.B.6.3 If an Occasional Teacher has been called in error for a full day assignment and there is no other appropriate assignment available to make a full day, the teacher shall still be paid as if he/she had worked a full day.
- L.B.6.4 If, as a result of a call-out error, an Occasional Teacher needs to travel to another school, that teacher will be paid mileage for the distance from the school to which he/she was first called, to the school to which he/she was subsequently assigned.

PART L.C – BENEFITS

L.C.1.0 – INSURED EMPLOYEE BENEFITS

(Remains in effect until the implementation of the Provincial Benefit Plan – refer to Central Agreement C.6.0)

- L.C.1.1 A “Long Term Occasional Teacher” may be enrolled in the Board’s employee benefit program by indicating their choice at the time of acceptance of a Long Term Occasional Assignment. Such benefits will be effective from the date of commencement of the assignment.
- L.C.1.2 In accordance with L.C.1.1 above, the Board shall pay 100% of the premium cost of the extended health benefits and semi-private coverage, basic dental plan insurance and double salary life insurance. Such premium contributions shall continue until the expiry of the said Long Term Occasional Teacher Agreement.
- L.C.1.3 An Occasional Teacher who worked at least seventy (70) full-time equivalent days as an elementary or secondary Occasional Teacher for the Board in the prior school year may, upon application, participate in the Board’s extended health, semi-private hospital care and basic dental plans, provided that:
- i. the teacher assumes 90% of the premiums; and
 - ii. the teacher pays such premiums in advance, half paid in September and half paid in February.
- L.C.1.4
- a) Each eligible Occasional Teacher shall, not later than August 15th of each year, complete and return the benefits election form provided by the Board.
 - b) An eligible Occasional Teacher who elects to participate in the Board’s Employee Benefit program shall be a participant in the plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:
 - i. remains on the Board’s list of Occasional Teachers;
 - ii. remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board;

- iii. pays the Occasional Teacher's share under L.C.1.3; and
 - iv. is not in arrears of payment of premiums.
- c) An Occasional Teacher enrolled in the Board's benefit program may continue participation in that plan from the next September 1 to the following August 31 providing that the Occasional Teacher:
- i. works at least 70 full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
 - ii. fulfils the conditions set in the previous Articles.
- d) If the Occasional Teacher fails to comply with any of the conditions in L.C.1.4, the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the benefit program plans, and then, not until the Occasional Teacher again becomes eligible under L.C.1.3.

L.C.1.5 An Occasional Teacher who previously retired from the Board, and who has retiree benefit(s) coverage, shall not be enrolled in the insured employee benefits under this Collective Agreement but shall be paid by the Board the dollar value of benefit premiums for the coverage the Occasional Teacher would have otherwise been entitled to carry.

L.C.1.6 For employees working beyond age 65, term life insurance eligibility shall cease at age 70.

L.C.1.7 The Board will electronically post on a secure website the benefits booklet for Occasional Teachers.

L.C.2.0 – SHORT TERM PAID LEAVE DAYS FOR LONG TERM OCCASIONAL TEACHERS

(Refer to Central Agreement C.7.F)

L.C.2.1 A teacher shall be eligible for up to five (5) days per school year in total paid leave (pro-rated for partial year Long Term Occasional teacher assignments) in conjunction with the individual limits for any combination of the following:

- a) absence of up to two (2) days for the purpose of a faith day for a sincerely held religious belief (this is in addition to the three (3) days of eligibility under Article 9.0 Faith Days);
- b) a maximum of three (3) days with pay, for the severe illness or death of a mother, father, child, spouse (including common law spouse) or same sex partner;
- c) a maximum of one (1) day per occasion with pay for a funeral;
- d) a maximum of one (1) day per occasion with pay, for moving the employee's principal residence; and
- e) a maximum of one (1) day with pay, for an Occasional Teacher's convocation

from a post secondary institution or that of a spouse, son or daughter (maximum 1 day per occasion).

- f) Bereavement leave of up to three (3) days shall be granted with pay to a Long Term Occasional Teacher in the event of the death of a spouse, parent, child, grandparent, brother, sister, mother-in-law or father-in-law.

L.C.3.0 – UNPAID LEAVE DAYS

- L.C.3.1 LTOs may request an unpaid leave of one (1) day for each sixty (60) day assignment worked or committed, to a maximum of three (3) days per year to attend to unavoidable or extraordinary personal matters. It is understood that teachers will provide appropriate work for their class. Such leaves will not normally be granted the first week following the start of school, abutting school breaks, days needed to support student assessment periods and parent reporting, or the last week of school. Request for leaves are subject to approval by the Board and may not be taken in conjunction with any other unpaid leave.

L.C.4.0 – BEREAVEMENT LEAVE

- L.C.4.1 See L.C.2.1 (f)

L.C.5.0 – JURY DUTY OR SUBPOENA

- L.C.5.1 A Long Term Occasional Teacher who is selected for service as a juror or is required by subpoena to appear in court as a witness in any proceeding in which he or she is not a party to or one of the persons charged, shall be paid the difference between the normal earnings and the payment the Occasional Teacher receives as a juror or a witness if such duty occurs during a Long Term Occasional Teaching assignment.

L.C.6.0 – PREGNANCY/PARENTAL LEAVES (INCLUDING ADOPTION LEAVES)

- L.C.6.1 An employee is entitled to an unpaid pregnancy or parental leave of absence as provided for in the *Employment Standards Act*.
- L.C.6.2 The Board shall continue to pay its share of the premiums for insured benefit plans for Long Term Occasional Teachers during pregnancy and parental leave.
- L.C.6.3 An Occasional Teacher who has recovered from delivery but whose child is hospitalized may interrupt her pregnancy leave by returning to daily occasional work, if available, without the loss of her right to resume the leave.
- L.C.6.4 An Occasional Teacher may terminate a pregnancy or parental leave and return to work upon providing the Board with one week written notice.
- L.C.6.5 An Occasional Teacher returning from pregnancy or parental leave shall have all rights as per the *Employment Standards Act*.
- L.C.6.6 A Long Term Occasional teacher may access one (1) paid day and up to four (4) additional unpaid days, taken consecutively, at the time of birth or adoption of the occasional teacher's

child where that person is not the parent accessing maternity or adoption leave.

L.C.7.0 – SUPPLEMENTARY EMPLOYMENT BENEFIT (SEB)

- L.C.7.1 The Board shall provide Long-Term Occasional Teachers a SEB plan to top up their E.I. Benefits.
- L.C.7.2 Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- L.C.7.3 Subject to L.C.7.4, a Long Term Occasional 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 Insurance Act* during such period. There shall be no deduction from sick leave or the Short-Term Disability Program (STDLP).
- L.C.7.4 Long Term Occasional Teachers not eligible for employment insurance or the SEB plan shall receive 100% of salary from the Board for a period of not less than eight (8) weeks with no deduction from sick leave or the STDLP.
- L.C.7.5 A Long Term Occasional Teacher shall be entitled to the benefits in L.C.7.3 and L.C.7.4 above, with the length of the SEB benefit limited by the term of the assignment.
- L.C.7.6 The Occasional Teacher must provide the board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- L.C.7.7 Long Term Occasional Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.

L.C.8.0 – INCLEMENT WEATHER

- L.C.8.1 The Board agrees to follow Board Policy and Procedures #152.0 Severe Weather as it pertains to occasional teachers.

L.C.9.0 – FAITH DAYS

- L.C.9.1 A teacher shall be eligible to a maximum of three (3) days with pay per school year (prorated for partial Long Term Occasional assignments) for the observance of Faith Days for a sincerely held religious belief.

PART L.D – STAFFING

L.D.1.0 – OCCASIONAL TEACHER ROSTER

- L.D.1.1 To be eligible for inclusion on the Occasional Teacher Roster, an Occasional Teacher must be currently qualified under the *Ontario College of Teachers Act*, or equivalent unless otherwise permitted by law.
- L.D.1.2 The Occasional Teacher Roster shall show the names and seniority dates of such Occasional Teachers.

- L.D.1.3 It is the responsibility of each Occasional Teacher to notify the Board in writing or by electronic means, if the Board so determines, of any change of address or change of telephone number needed to contact the Occasional Teacher regarding teaching assignments. An Occasional Teacher shall notify the Board in writing within fourteen (14) days of any change of address. If an Occasional Teacher fails to do so, the Board will not be responsible for failure of a notice to reach such Teacher. Any notice sent by the Board via registered mail or courier to the Teacher's address which appears on the Board records shall be conclusively deemed to have been received by the Teacher.
- L.D.1.4 An Occasional Teacher who because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher Roster in an inactive status during the period of such unavailability for the remainder of the school year, provided that such Occasional Teacher must make himself/herself available for assignment during the school year following the commencement of the period of unavailability in order to be retained on the Occasional Teacher Roster. An Occasional Teacher becoming unavailable for such reasons shall, in accordance with the Board's procedures, inform the Board in writing or by electronic means if the Board so determines, of the date of commencement of a return from the period of unavailability.
- L.D.1.5 Subject to the availability of assignments, an Occasional Teacher must work a minimum of thirty (30) FTE instructional days per school year. An occasional teacher who does not meet these minimal requirements shall be removed from the Occasional Teacher Roster. An employee who is removed from the OT Roster may seek reconsideration through the Board's appeal process.
- L.D.1.6 On or about November 30th and May 31st of each year, the Board shall provide the Union with a copy of this Occasional Teacher Roster currently in effect.
- L.D.1.7 The Occasional Teachers' Roster shall be capped at thirty percent (30%) of the number of full-time elementary teachers. This cap may be revised on written agreement between the President of the Union local and the Superintendent responsible for Human Resource Services.
- L.D.1.8 For every Occasional Teacher on the roster who receives a Long Term Occasional Teacher assignment, the Board shall endeavor to add a new Occasional Teacher to the roster until the conditions of L.D.1.7 are met.
- L.D.1.9 When a Long Term Occasional Teacher assignment is terminated, the teacher who has completed the assignment will become active on the Occasional Teacher Roster and the teacher added to the list as per Article L.D.1.8 will be dropped from the list, provided that the list exceeds the conditions in Article L.D.1.7 and the person dropped from the roster has the least seniority as per Article L.D.1.10 (a).
- L.D.1.10
- a) The Board shall maintain a seniority roster showing each Occasional Teacher's name and seniority ranking. A copy will be forwarded to the President of the Union local.
 - b) A Long Term Occasional Teacher who is absent from work due to illness, accident, pregnancy, adoption of a child, or approved leave of absence shall

continue to accumulate seniority during the period of such absence.

- L.D.1.11 Before the Board uses an unqualified teacher (such teachers not being covered by this Collective Agreement) the Board shall make every reasonable effort to ensure that no person on the Occasional Teacher Roster is available and willing to take the occasional teaching assignment.
- L.D.1.12 This requirement applies to each day of the assignment.
- L.D.1.13 The Board shall provide the President of the Elementary Teacher's Federation of Ontario – York Region, Occasional Teachers' Local, each month a report including days, assignments and locations where unqualified persons have been employed in an Occasional Teaching assignment.
- L.D.1.14 In order to remain on the elementary OT Roster, and subject to L.D.1.5, all components of the renewal package must be received in Human Resource Services no later than August 31 for the upcoming school year. If documents are not received by the deadline the teacher will be removed from the OT Roster. For any renewal packages issued by Human Resource Services outside of the Board's standard renewal process, the occasional teacher will have the August 31 timeline extended to September 15.

An employee who fails to complete the renewal process and is removed from the OT Roster may appeal to the Board for Reconsideration.

L.D.2.0 – CALLING OF OCCASIONAL TEACHERS

- L.D.2.1 The Board shall call qualified Occasional Teachers first to replace teachers who are absent. Exceptions to this clause (e.g. French Immersion) will be reported to the bargaining unit monthly.

L.D.3.0 – LEAVE FOR UNION BUSINESS

- L.D.3.1 The Board shall grant sixty (60) days release time for members of the Union in order to conduct union business. The cost will be shared equally between the Board and the Union.
- L.D.3.2 An Occasional Teacher who is released in accordance with Article L.D.3.1 shall have such days counted as teaching days for the purposes of Article L.D.1.5.

L.D.4.0 – AUTOMATED CALL-OUT SYSTEM

- L.D.4.1 An automated calling system (STAR) shall be employed to engage Short Term Occasional Teachers when a teacher is absent. A Principal or designate may request the services of a particular Occasional Teacher from a preferred list not to exceed up to twenty-five percent plus one (25%+1) of the total teaching staff. An Occasional Teacher is eligible for inclusion on a maximum of one preferred list.
- L.D.4.2 The Board and the Union local agree to meet regularly and, in any event, at least once per year to review the design and operation of the automated calling system.

- L.D.4.3 Modifications to the design and/or operation of the automated calling system that impact on the Collective Agreement shall be made only with the mutual written consent of the Board and the Union local.
- L.D.4.4 It is the responsibility of the Board to ensure that all of the Occasional Teachers on the Occasional Teacher List are trained in the operating procedures of the dispatch system by means of instructional booklets. Each Occasional Teacher shall receive a copy of the instructions.

PART L.E – OTHER WORKING CONDITIONS

L.E.1.0 – NO DISCRIMINATION

- L.E.1.1 There shall be no discrimination, interference, restraint or coercion exercised or practiced with respect to any Occasional Teacher because of participating in lawful activities of the Union. No employee shall be treated by the Board in a fashion that is contrary to the Ontario Human Rights Code (R.S.O. 1990). In the event a complaint is filed by an Occasional Teacher in which conduct is alleged contrary to the Human Rights Code, the Board will ensure that the President of the Union local is advised in writing of this fact.
- L.E.1.2 There shall be no discrimination by the parties against a teacher or supervisor because of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, record of offences, sex and sexual orientation.

L.E.2.0 – HEALTH AND SAFETY

- L.E.2.1 The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying regulations.
- L.E.2.2 The Board agrees to accept an Occasional Teachers' representative, appointed by the Union, as a fully participating member on the Board's Health and Safety Committee. The Board shall be responsible for providing training to Occasional Teachers as required by the Ontario *Occupational Health and Safety Act*.

L.E.3.0 – WORKING CONDITIONS

- L.E.3.1.1 The timetable of a Short Term Occasional Teacher on a per diem basis shall be the same as the timetable of the teacher being replaced. If scheduled, preparation time beyond forty (40) minutes may only be reassigned to cover unfilled teaching assignments within the school on that day.
- L.E.3.1.2 Notwithstanding the above, an occasional teacher may be employed for a half day or full day for the purpose of repaying lost preparation time. Where there are unfilled absences, duty may be assigned up to a maximum of fifteen (15) minutes for a half day assignment and thirty (30) minutes for a full day assignment.
- L.E.3.2 An Occasional Teacher who accepts a full day teaching assignment with the Board shall be provided with an uninterrupted period for lunch, free from duty, of at least forty (40)

consecutive minutes per day.

- L.E.3.3 Where a Long Term Occasional Teacher substitutes for a teacher who is receiving a travel allowance the Long Term Occasional Teacher shall receive, in accordance with the Board's procedures, reimbursement at the Board's current per kilometre rate.
- L.E.3.4
- a) A Short Term Occasional Teacher shall not be assigned a supervisory duty prior to the commencement of class on the first day of an assignment. An alternate supervisory duty may be assigned on the first day within the Short Term Occasional Teacher's assignment if the teacher being replaced has an assigned supervisory duty before the commencement of class.
 - b) No Short Term Occasional Teacher shall be assigned an after school supervisory duty or bus duty for the month of September. Notwithstanding the foregoing, a Short Term Occasional Teacher who is on the preferred list for a school, may be requested to perform a supervisory duty or bus duty in September following the second full week of school.
- L.E.3.5
- a) The minimum amount paid for a short term occasional teaching assignment that constitutes a half day or less, shall be fifty percent (50%) of the daily rate of pay for an Occasional Teacher.
 - b) However, where the actual number of instructional minutes covered by a short term teaching assignment exceeds 150 minutes, the teacher shall be paid the actual percentage of the instructional day (300 minutes) worked.
 - c) Occasional teacher assignments that bridge the student lunch period will be paid a minimum of 70%. For greater clarity, where an occasional teacher is scheduled to commence work prior to the beginning of the school student lunch period and is scheduled to continue to work after the school student lunch period finishes, payment will be a minimum of 70%.
 - d) Notwithstanding (a), (b) and (c) above, no combination of short term occasional and/or long term occasional teaching assignments shall result in an Occasional Teacher being paid more than 300 minutes in a day unless that time was actually worked in excess of 300 minutes.
- L.E.3.6 An Occasional Teacher shall not be required to report to a school for an afternoon half day assignment until the conclusion of the student lunch period.
- L.E.3.7 No Short Term Occasional Teacher shall be required to remain at a work location beyond fifteen (15) minutes after the usual dismissal of students for the day.
- L.E.3.8 No Short Term Occasional Teacher shall be required to attend any meeting during their forty (40) minute lunch time.
- L.E.3.9 The Board and the teachers agree that participation in extra-curricular activities is a valuable experience for students and recognize that the supervision of extra-curricular activities should continue and shall be provided on an individual, voluntary basis.

- L.E.3.10 A Short Term Occasional Teacher may be assigned one supervisory duty per full day assignment, such supervisory duty not to exceed thirty (30) minutes and in accordance with the duty schedule of the teacher being replaced.

L.E.4.0 – REPORT CARDS

- L.E.4.1 Long Term Occasional teachers shall be given ample notice of any deadlines associated with the preparation of report cards.
- L.E.4.2 A Long Term Occasional Teacher who has been in an assignment for less than 20 teaching days shall be provided assistance to complete report cards.
- L.E.4.2.1 Professional development, supports and resources regarding report card preparation and scheduled interviews during the reporting period will be accessible to Long Term Occasional Teachers.
- L.E.4.3 When a Long Term Occasional teaching assignment is completed prior to the required date for report cards to be submitted, the Occasional Teacher may be assigned to assist with the completion of these report cards. In such an event, the Occasional Teacher shall be paid for the time to complete the report cards, up to a maximum of three (3) days. The rate of pay shall be the rate the Occasional Teacher received during the teaching assignment.

L.E.5.0 – BULLETIN BOARDS

- L.E.5.1 The Board shall provide bulletin board space in each elementary school for the posting of notices, which may be of interest to Occasional Teachers.

L.E.6.0 – PROFESSIONAL ACTIVITY DAYS

- L.E.6.1
- a) A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day, will be paid for the day and will be required to participate in the scheduled professional activity sessions.
 - b) Principals will develop in consultation with part time LTO's a schedule for their attendance on PA days within 4 weeks of commencing the LTO.
- L.E.6.2 In the event an Occasional Teacher is required by the Board to attend a Professional Activity Day, the Occasional Teacher shall receive the normal rate of pay for the day.
- L.E.6.3 An Occasional Teacher not meeting the conditions in L.E.6.1 or L.E.6.2 may attend, without pay, scheduled Professional Activity Days arranged by the Board. Requests are to be made in writing to the Superintendent responsible for Human Resource Services or designate.
- L.E.6.4 An Occasional Teacher shall, upon request, have access to the Board's in-service programmes on a voluntary basis without pay. Any fees charged for an in-service program will be paid by the Occasional Teacher at the same rate as that charged to a permanent contract teacher.

L.E.7.0 – BOARD/UNION RELATIONS COMMITTEE

- L.E.7.1 The Board and the Union shall participate in a Liaison Committee composed of up to three (3) representatives appointed by each party, which shall meet when required to attempt to solve problems or issues arising during the term of this Agreement. The committee shall have such additional resources as the parties may agree are required.
- L.E.7.2 The committee shall meet at the request of either party at a mutually convenient time. The initial meeting shall be held within sixty (60) days of the signing of this Collective Agreement, with subsequent meeting at the committee's discretion. Minutes of the meetings will be at the committee's discretion but shall be issued at least twice annually.
- L.E.7.3 The committee shall discuss issues of concern to either the Board or the Union.
- L.E.7.4 The committee shall be a consultative body and may make recommendations where deemed appropriate in the circumstances.
- L.E.7.5 The Board shall attempt to notify the President of the Union prior to implementing any major change in administrative procedures respecting Occasional Teachers.

L.E.8.0 – HARASSMENT

- L.E.8.1 The Board agrees to fully support the Human Rights: Code-Related Harassment and Discrimination Policy and Procedure #240.0.

L.E.9.0 – ADMINISTERING MEDICATION

- L.E.9.1 The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil. Notwithstanding, Occasional Teachers shall be expected to take appropriate action(s) which may include the administration of medication in an emergency situation.

L.E.10.0 – INSURABLE HOURS

- L.E.10.1 For the sole and exclusive purpose of reporting the insurable hours required under the *Employment Insurance Act*, teachers shall be deemed to have worked the number of hours agreed upon by the parties during the term of this collective agreement.

PART L.F – MISCELLANEOUS – LOCAL LETTERS OF UNDERSTANDING AND INTENT

L.F.1

LETTER OF UNDERSTANDING

RE: Time for Planning, Marking, Report Card Prep

To provide additional time for planning, marking, preparation for report cards and such, the parties agree that the number of student contact days for Long Term Occasional Teachers shall be reduced as follows:

Effective September 1, 2008, Long Term Occasional Teachers teaching greater than 150 days in a school year shall be entitled to two half days or one full day as determined by the teacher and scheduled in agreement with the principal. Long Term Occasional Teachers teaching from 75 to 150 days in a school year shall be provided one half day as determined by the teacher and scheduled in agreement with the principal.

Effective September 1, 2010, two half days will be scheduled in agreement between the Board and ETFO. Long Term Occasional teachers on contract at the time that either or both of these two half days are scheduled, shall determine the use of the half day(s).

L.F.2

LETTER OF INTENT

RE: Training and Development

The Board agrees to allocate \$30,000 for the 2015-2016 and 2016-2017 school years for the purpose of supporting the training and development of occasional teachers.

L.F.3

LETTER OF INTENT

RE: Electronic Recordings

During the term of the collective agreement, the Board, in consultation with the union, will develop or amend a procedure to govern the use of electronic recording in the workplace. In the interim, no such recordings will be made of any interactions between occasional teachers and administrators unless all attendees explicitly agree.

The parties agree that this will not limit the Board in the investigation or determination of incidents of professional misconduct.

L.F.4

LETTER OF INTENT

The Board acknowledges its obligation to ensure that short term occasional teachers are properly compensated for compliance training that the Board has deemed mandatory. The Board shall establish training requirements and applicable compensation at the hourly rate for short term occasional teachers. The Board will notify the Union of the identified time for completion.

This Letter of Intent does not apply in circumstances where the mandatory training is completed as part of the paid instructional day.

APPENDIX A – LONG TERM OCCASIONAL ASSIGNMENTS

The following language agreed to by the local parties with respect to job postings and the filling of Long- term and permanent positions is not applicable due to Letter of Agreement 2 in the Central Agreement related to Regulation 274 - Hiring Practices:

~~D.2.1~~ The Board shall endeavour to provide a list of known Long Term Occasional positions on a monthly basis to the President of the Union.

~~D.2.2~~ Before filling any Long Term Occasional assignments, the Board shall advertise such assignment on the Board's enterprise portal.

~~D.2.3~~ Prior to external hiring and depending on the limitations of qualifications, the Board shall make every reasonable effort to hire a teacher from the Occasional Teacher List to fill any vacancy arising owing to the death of a teacher during the school year.

~~D.2.4~~ Prior to external hiring for Long Term Occasional Teacher positions, and depending on qualifications and ability, the Board shall make every reasonable effort to hire Long Term Occasional Teachers from the list of Short Term Occasional Teachers who have indicated that they are willing to do a Long Term Occasional assignment.