

COLLECTIVE AGREEMENT

Between

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

Representing

OCCASIONAL TEACHERS EMPLOYED IN THE ELEMENTARY PANEL

(HEREIN AFTER CALLED THE UNION)

and

THE GRAND ERIE DISTRICT SCHOOL BOARD

(HEREIN AFTER CALLED THE BOARD)

SEPTEMBER 1, 2019

to

AUGUST 31, 2022



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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".

C5.1.0 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:

C5.1.1 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.

C5.1.2 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.

C5.1.3 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.

C5.1.4 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.

C5.1.5 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).

C5.2.0 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.

C5.2.1 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.

C5.2.2 Long Term Disability (Employee-Paid Plans)

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.

- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

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

Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short

Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

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

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

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

g) Administration

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).

- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

C9.00 DIAGNOSTIC ASSESSMENT

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

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.

- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement EI benefits during the absence period as specified in this plan.
- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C10.2 Pregnancy Leave

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

Re: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

Re: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

Re: Class Size Data

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

Re: Support for Students Committee

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

Therefore, a provincial committee, with representatives comprised of:

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

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

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

Historical Appendix of Central Terms – For Reference Only

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

The Parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of agreement will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the Parties and will remain in effect until August 31, 2020.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by trustees appointed by the ETFO and trustees appointed by OPSBA and the Crown acting together;

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 Employer representatives. The Board of Trustees will include among its members two independent experts, one representing the Employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the Employer representatives will be responsible for the appointment and termination of the Employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2 The appointed independent experts will:
 - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the School Boards and the Government;
 - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 All voting requires a simple majority to carry.
- 2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector

with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

- 4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 Upon the Board's participation date:
 - i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily Occasional Teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
 - ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
 - iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
 - iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.

- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

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

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

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

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

- i. With respect to daily Occasional Teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily Occasional Teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for Occasional Teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for Teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.

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

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

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

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

Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.

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

4.2.0 Start-up Costs

- 4.2.1 The Government of Ontario will provide:
- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
 - b) A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Board(s)" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand)

exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers' and employees' premium share.

- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

- 4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the Parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
- a) Validation of the sustainability of the respective Plan Design;
 - b) Establishing member contribution or premium requirements, and member deductibles;
 - c) Identifying efficiencies that can be achieved;
 - d) Adopting an Investment Policy; and
 - e) Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b) Fund claims stabilization or other reserves;
 - c) Improve plan design;
 - d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e) Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a) Use of existing claims stabilization funds;
 - b) Increased member share premium;
 - c) Change plan design;
 - d) Cost containment tools;
 - e) Reduced plan eligibility; and
 - f) Cessation of benefits, other than life insurance benefits.
- 5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 5.2.5 The Trust shall provide "trustee liability insurance" for all Trustees.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three-year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

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

9.0.0 ERRORS and OMISSIONS

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board office during regular business hours upon 30 days written notice.

10.0.0 CLAIMS SUPPORT

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

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

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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

g) list of all individuals currently covered for life benefits under the waiver premium provision

h) member life benefit coverage information

ETFO OCCASIONAL TEACHERS – PART B: LOCAL TERMS

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ETFO OCCASIONAL TEACHERS – PART B: LOCAL TERMS

ARTICLE 1 - PURPOSE

- 1.01 It is the desire of both parties to set forth reasonable and fair terms and conditions of employment and to specify within this Collective Agreement the entitlement of those occasional teachers covered by this Collective Agreement as to salary, conditions of employment, and other matters mutually agreed to, all of which constitute the entire negotiated Collective Agreement between the parties hereto.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Grand Erie District School Board (hereinafter referred to as “the Board”) recognizes the Elementary Teachers’ Federation (hereinafter referred to as “the Union”) as the exclusive bargaining agent for every qualified Occasional Teacher who is on the Board Roster of Occasional Teachers who may be assigned to an elementary school.
- 2.02 The Union will inform the Board from time-to-time of who is authorized to act on behalf of the Union.

ARTICLE 3 - DEFINITIONS

- 3.01 “Occasional Teacher” shall mean a qualified Occasional Teacher (who is in good standing with the Ontario College of Teachers) as defined in the *Education Act* which may be amended from time-to-time.
- 3.02 “Long-term Occasional Teacher” shall mean a teacher who is required to teach for a period of nine (9) or more consecutive teaching days as a substitute for the same teacher.
- 3.03 “Casual Occasional Teacher” shall mean an Occasional Teacher who is not a Long-term Occasional Teacher.
- 3.04 “Occasional Teacher Roster” means a list of all teachers qualified to teach in Ontario who have been accepted by the Board to teach as Occasional Teachers in the elementary panel.
- 3.05 “Elementary Teachers” shall mean the elementary teachers, other than Occasional Teachers, employed by the Board in its elementary panel.
- 3.06 “Board” shall mean the Board and its predecessors.
- 3.07 Effective September 2016, for the purpose of reporting hours worked for Employment Insurance, the Board shall record each full day of work as eight (8) hours worked.

ARTICLE 4 - UNION DUES AND ASSESSMENTS

- 4.01 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 at ETFO at 136 Isabella Street, Toronto, ON M4Y 0B5 within thirty (30) days of the dues being deducted.
- 4.02 The Union dues deducted above shall be remitted to the General Secretary of E.T.F.O. at 136 Isabella Street, Toronto, Ontario M4Y 0B5 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teacher, their Ontario College of Teachers' number, Board email, annual salary, salary for the period and the amount(s) deducted. In addition, the Board will provide the Ministry Identification Number (MIDENT) and FTE status provided this information is readily available through the Board's personnel/payroll software.
- 4.03 The Union shall indemnify the Board and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union.
- 4.04 In addition to the regular union dues referred to in 4.01 and upon submission of proof to the Board that the local is authorized by its constitution to collect a local levy from its members, the Board shall remit such deduction directly to the local within thirty (30) days of the levy being deducted. Such a levy shall be a percentage of earnings.
- 4.05 The Board shall deduct a percentage of earnings for the ETFO Humanity Fund. Monies shall be forwarded to the Union on a monthly basis. Deductions shall be shown on a separate "field" on each Occasional Teachers' pay statement.
- 4.06 Before Implementing changes or new requirements for payroll deductions, the Union shall consult with the Board about its ability to make such deductions.

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES

- 5.01 The Union recognizes that, within the limitations and qualifications contained in this Collective Agreement, it is the sole and exclusive right of the board to manage the affairs of the Board. The Board agrees that its rights and responsibilities shall be exercised in a manner that is equitable, non-discriminatory and consistent with this Collective Agreement and the prevailing statutes that govern education and employment in Ontario.
- 5.02 Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence.
- 5.03 (a) An Occasional Teacher shall not be disciplined or discharged except for just cause. The reasons for discipline or discharge shall be communicated in writing to the Occasional Teacher.
- (b) When a principal or supervisor calls an Occasional Teacher to a meeting which may result in discipline, the principal or supervisor shall inform the Occasional Teacher of the nature of the meeting. For such a meeting the Occasional Teacher is entitled to be accompanied by a Union representative, unless otherwise agreed to with the Superintendent of Human Resources, or

designate. Nothing in this article limits the ability of an ETFO Provincial union representative to attend a meeting with the member, and a local representative.

- 5.04 In the event that the assignment of a Long-term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long-term Occasional Teacher shall be given five (5) school days notice or five (5) school days pay in lieu of notice. This shall not apply if the termination of the assignment occurs for just cause.
- 5.05 Occasional Teacher Evaluations will be conducted in accordance with the Board Procedure HR118.
- 5.06 The Board shall initiate a Police Record Check for an Occasional Teacher only if required by the *Education Act* and Regulations.
- 5.07 Any information the board receives in connection with such Police Record Checks shall be kept confidential and shall only be disclosed to a) the Minister of Education in accordance with Section 315 of the *Education Act* and b) the individual who is the subject of the check or as required by law.

ARTICLE 6 - ACCESS TO INFORMATION

- 6.01 The only personnel file respecting an Occasional Teacher shall be maintained by Human Resources of the Board and shall be available and open to the Occasional Teacher for inspection in the presence of the Superintendent responsible for Human Resources, or designate, at any reasonable time during the regular working hours of the Department with advance notice of appointment.
- 6.02 An Occasional Teacher shall be entitled to request copies of any materials contained in his/her personnel file. The Board reserves the right to levy a reasonable charge for copies in excess of 25 pages.
- 6.03 Where an Occasional Teacher authorizes, in writing, access to their personnel file by another person acting on the Occasional Teacher's behalf, Human Resources Services shall provide such access, as well as copies of materials contained herein, if also authorized and requested. The Board reserves the right to levy a reasonable charge for copies in excess of 25 pages.
- 6.04 An Occasional Teacher has the right to add a rebuttal to their file with a copy to their principal or immediate supervisor.
- 6.05 An Occasional Teacher is entitled to:
 - (a) request a correction of their own personal information if the Occasional Teacher believes there is an error or omission;
 - (b) require that a statement of disagreement be attached to information reflecting any correction that was requested but not made.
- 6.06 An Occasional Teacher shall receive a copy of any adverse material placed in their personnel file within seven (7) calendar days of the material being filed.
- 6.07 Upon written request, the Board shall provide the Union with data that the Board determines to be relevant to negotiations and the administration of this Collective Agreement.

- 6.08 Upon written request of the teacher to the Superintendent of Education (responsible for Human Resources), documents contained in the teacher's personnel file which are disciplinary in nature or letters of expectation and all supporting documents shall be removed from the file the later of two years or 200 days worked for the Board as an Occasional Teacher from the date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials regarding suspensions, harassment, violence, or any discipline related to inappropriate interaction with students will remain in a teacher's file.

ARTICLE 7 - COPIES OF THE COLLECTIVE AGREEMENT

- 7.01 A copy of the collective agreement shall be available on the Board's portal.
- 7.02 Within twenty (20) days of signing of the collective agreement, the Board shall provide the Union with an electronic copy of the collective agreement and 30 paper copies.
- 7.03 The Board shall provide to all newly-hired Occasional Teachers an information package.

ARTICLE 8 - OCCASIONAL TEACHER ROSTER

- 8.01 Up-to-date Occasional Teacher Rosters shall be sent to the Local Occasional Teachers' Union President by September 30, December 31 and March 31 of each year. These Rosters shall provide the following information for each Occasional Teacher: name, address and telephone number.
- 8.02 By October 15th and February 15th of each school year, the Board will provide the Union a list of all Occasional Teachers on a long-term assignment. The list will include the Occasional Teacher's name, place of their assignment and the length of the assignment.
- 8.03 (a) Effective February 1 2018, the Board reserves the right to remove an Occasional Teacher from the Roster and the Long-term Occasional list if they are unavailable for assignment and/or does not accept at least eight (8) FTE days of work in the period of September 1 to January 31 and at least seven (7) FTE days of work in the period of February 1 to June 30 and, in addition, fails to accept at least twenty (20) FTE days of work in the period of September 1 to June 30.
- (i) For purpose of clarity, an Occasional Teacher may be removed as of February 1 in the event that they are unavailable for assignment and/or does not accept at least eight (8) FTE days of work in the period of September 1 to January 31.
 - (ii) For the purposes of clarity, an Occasional Teacher may be removed as of July 1 in the event they are unavailable for assignment and/or does not accept at least seven (7) FTE days of work in the period of February 1 to June 30.
 - (iii) For purposes of clarity, an Occasional Teacher may be removed as of July 1 in the event they are unavailable for assignment and/or does not accept twenty (20) FTE days of work in the period of September 1 to June 30, even if they have met the requirements to teach

eight (8) and seven (7) FTE days of work in the periods of September 1 to January 31 and February 1 to June 20, respectively.

- (b) For an Occasional Teacher returning from a leave of absence or new to the Roster during a school year, the days to be worked shall be pro-rated based on the time the Occasional Teacher is active on the Roster during the current school year.
- (c) The Board will advise the Local Occasional Teachers' Union President in writing when an Occasional Teacher is removed from the Roster and/or Long-term Occasional Teacher List pursuant to 8.03(a).

- 8.04 An Occasional Teacher who wishes to be continued on the Occasional Teacher Roster for the following school year shall notify Human Resources Services by June 30th each year. The required notification will be sent by email and/or posted online by the Board by June 1st. Human Resources Services shall remove from the Occasional Teacher Roster the name of any Occasional Teacher for whom no notification is received by June 30th.
- 8.05 The Board will advise the Local Occasional Teachers' Union, with a copy to the Local Occasional Teachers' President, of the names and addresses of all new Occasional Teachers within thirty (30) days of their names being added to the Occasional Teacher Roster.
- 8.06 In filling casual occasional assignments, the Board shall endeavour to secure a qualified Occasional Teacher. When the Board is unable to assign a qualified Occasional Teacher, the Board, subject to the limitations contained in the *Education Act*, is entitled to employ an unqualified person. On a monthly basis, the Board agrees to provide the Union the dates, if any, on which an unqualified person was employed as an Occasional Teacher.
- 8.07 The onus is on the Occasional Teacher to notify the Board in writing of any changes in name, address or telephone number. The Board shall send an email to the email address on file with the Board of any Occasional Teacher whose contact information is known to be inaccurate, with a copy to the President of the Elementary Occasional Teacher local, requesting current information. Effective January 1, 2016, failure to reply with current contact information within twenty-one (21) calendar days shall result in the Occasional Teacher's name being removed from the Roster and Long-term Occasional Teacher List, if applicable.

ARTICLE 9 - FILLING OF CASUAL OCCASIONAL ASSIGNMENTS

- 9.01 The Board shall consult with representatives of the Union about the procedure(s) for the filling of casual occasional teaching assignments.

ARTICLE 10 - JOB VACANCIES FOR LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

- 10.01 For pre-determined long-term occasional assignments known to the Board for at least 15 school days prior to the commencement of the assignment and of at least two (2) months duration, the Board shall post such assignments electronically for a minimum of four (4) school days (or four (4) calendar days during July and August).
- 10.02 If the successful applicant for a posted position is not on the Occasional Teacher Roster, their name shall be added to the Roster.
- 10.03 After meeting the posting requirements of the Grand Erie Elementary Teachers' Federation Collective Agreement, and provided that there are no surplus and/or redundant regular teachers, the Board agrees that, with due regard for Regulation 274, and subject to any other written agreements between the parties, any qualified Occasional Teacher has the privilege of applying for any vacancy in the system for which they are qualified, or can become qualified prior to the commencement of the assignment.
- 10.04 A long-term Occasional Teacher in a full-time long-term occasional assignment may only apply for another long-term occasional assignment if the start date of that assignment is after the end date of the assignment that they are currently in. The exception to this is if the long-term Occasional Teacher applies for, and is awarded, a full-time position while in a half-time assignment. This right can only be exercised once in a school year.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01 An Occasional Teacher who is accepted by the Board to teach as an Occasional Teacher in its elementary schools shall be considered to be a Probationary Occasional Teacher for the first forty (40) days worked as an Occasional Teacher.

ARTICLE 12 - SALARY

- 12.01 All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

- 12.02 (a) **Casual Occasional Teacher Daily Rates of Pay**

	<u>Daily Rate</u>	<u>Vacation Pay</u>	<u>Total</u>
Effective:			
September 1, 2019	\$232.76	\$9.31	\$242.08
September 1, 2020	\$235.09	\$9.40	\$244.50
September 1, 2021	\$237.44	\$9.50	\$246.94

- (b) i) A Long-term Occasional Teacher shall be placed on the Elementary Teachers' Salary Scale in accordance with the recognized teaching and category placement effective on the ninth (9th) consecutive day of teaching and retroactive to the first (1st) day that the assignment began, regardless of whether the assignment is full or part-time. The

Occasional Teacher shall continue to be paid at this rate until the expiration of the assignment. It shall be the responsibility of the Occasional Teacher to provide the Board with documentation pertaining to recognized teaching experience. No retroactive salary adjustments shall be made beyond September 1 of the current school year.

ii) Notwithstanding the foregoing, if an Occasional Teacher is hired for a long term assignment which is expected by the Superintendent responsible for Human Resources, or designate, to be at least twenty (20) teaching days, salary grid placement shall be effective the first day of the assignment. It shall be the responsibility of the Occasional Teacher to provide the Board with documentation pertaining to recognized teaching experience. No retroactive salary adjustments shall be made beyond September 1 of the current school year.

iii) An interruption in the assignment due to the return of the regular teacher, Union business release or a professional activity day, of one (1) day within the first nine (9) days of an assignment, will not interrupt a long-term occasional assignment for grid placement.

(c) Teachers who have worked part-time (less than a full day's timetable) or a part-year shall be credited with teaching experience in the ratio of time worked to total time. Teaching time, for part year, full-time and/or part-time experience credit, shall be expressed in tenths to the nearest tenth, provided that any teaching experience in an assignment of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.

(d) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of continuing education teaching experience for the purposes of grid placement.

(e) The effective date for grid advancements is to be September 1st.

(f) Casual occasional teaching days worked with the Board since September 1, 2004 shall be recognized for the purpose of grid placement for long-term occasional assignments. Recognized casual teaching experience shall be the number of days of experience obtained based on the previous school year as an Occasional Teacher divided by 194.

12.03 Occasional Teachers shall be paid twice per month (15th and last day of the month) by direct deposit into the Occasional Teacher's personal account in the financial institution of his/her choice.

12.04 The daily rate for long-term occasional assignments will be calculated by dividing the annual salary by the total number of school days in the school year.

12.05 Category definitions for Long-term Occasional Teachers will be in accordance with the QECO Plan identified in the collective agreement for elementary teachers. At the option of the Occasional Teacher, the Occasional Teacher may continue placement under a previous program.

12.06 It shall be incumbent upon a newly appointed Occasional Teacher to provide Human Resources Services documented proof in the form of a Category Certification Statement from Q.E.C.O. as to his/her appropriate group classification. An Occasional Teacher shall be placed in Category A1, or Category A in the event the Occasional Teacher does not have a degree, until such time as

documentation supporting category placement is submitted and accepted by the Board, after which time the Occasional Teacher shall receive the appropriate differential amount retroactive to the commencement of duties. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the current school year.

12.07 (a) An Occasional Teacher who qualifies for a category change as a result of documented successful completion of courses taken in July or August, shall receive the appropriate differential amount retroactive to September 1st. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the current school year.

(b) An Occasional Teacher who qualifies for a category change as a result of successful completion of a course taken during the school year shall have the appropriate adjustment made starting the first day of the first teaching month following the successful completion of the course. Notwithstanding the above, retroactive adjustments shall not be made beyond September 1 of the current school year.

12.08 Adjustments for overpayment or underpayment of salary shall be retroactive to September 1 of the previous school year from the date on which Human Resources Services determines that there is an overpayment or an underpayment. Prior to any adjustment to salary as a result of an overpayment or underpayment, the Superintendent responsible for Human Resources, or designate, shall consult with the Occasional Teacher to discuss the timing for the necessary adjustment. Both parties are expected to cooperate and be reasonable in the development of the repayment plan. Notice of the adjustment shall be given to the President of the Local prior to the implementation of the adjustment.

ARTICLE 13 - WORKING CONDITIONS

13.01 During the term of this Collective Agreement, the Board shall make available up-to-date in-school information for Occasional Teachers. This information shall include: a timetable for the Occasional Teacher's assignment (including supervision periods), a schedule identifying period times, an up-to-date class list, a seating plan, a floor plan of the school, an outline of the school day (including opening procedures, washroom procedures), fire drill and emergency procedures, written information on school discipline procedures, information on access to equipment and sources of assistance, and a list of students with special health-related including a history of violence or other needs. The Board shall ensure that, to the extent possible, lesson plans and textbooks are available for the class in the casual occasional teaching assignments.

13.02 a) An Occasional Teacher shall have the same timetable and the regularly scheduled preparation time of the Teacher being replaced, unless reassigned with mutual consent.
b) Where there is an unfilled classroom assignment, reassignment of the Occasional Teacher may be necessary at the discretion of the Principal to address student needs.

13.03 When an Occasional Teacher is called to an assignment for a half day, it will be either for the morning or the afternoon. No casual Occasional Teacher will be paid for less than one-half day. Remuneration paid to Occasional Teacher will be prorated for assignments less than full-time.

13.04 When an Occasional Teacher substitutes for a teacher who is receiving a travel allowance and travel time, the Occasional Teacher shall receive, in accordance with the Board's Policy,

reimbursement at the Board's current per kilometer rate and the same travel time as provided the teacher being replaced.

- 13.05 For an Occasional Teacher assignment for grade 7 or 8 in a grade 7 to graduating school, the Board shall first be required to endeavour to secure a qualified Occasional Teacher from this bargaining unit.
- 13.06 When an Occasional Teacher accepts an assignment, to cover for meetings or preparation pay-back, such assignments will be free of supervision duties for that day unless they are reassigned in accordance with Article 13.02 (b).
- 13.07 Where a long-term assignment has no determined end date, and the regular Teacher returns from leave within a week of report cards or progress reports being completed, the Occasional Teacher may be requested to assist with the completion of these report cards or progress reports. In such instances, the Occasional Teacher shall be paid for the time to assist in the completing the report cards or progress reports. The rate of pay shall be LTO rate of pay for the day.

ARTICLE 14 - MEDICAL/PHYSICAL PROCEDURE

- 14.01 An Occasional Teacher shall not be required to perform any medical/physical procedure for pupils. If an Occasional Teacher chooses to perform any medical/physical procedure for pupils, the Board shall arrange for training the teacher, where appropriate, prior to performing the procedure. It shall not be the required part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE 15 - REPORTING PAY GUARANTEE

- 15.01 An Occasional Teacher who is called for a half-day assignment, who reports, and who finds that their services are not required, shall be paid for a half-day's pay for reporting for duty, provided that the Occasional Teacher accepts other professional duties assigned by the Principal for one half-day.
- 15.02 An Occasional Teacher who is called for a full-day assignment, who reports, and who finds that their services are not required, shall be paid for a full-day's pay for reporting for duty, provided that the Occasional Teacher accepts other professional duties as assigned.
- 15.03 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided they arrive within forty-five (45) minutes of accepting the assignment.
- 15.04 (a) The Board shall give a minimum of two (2) hours' notice of cancellation of any assignment. The Board shall attempt to contact the Occasional Teacher to notify them of the cancellation. It is the responsibility of the Occasional Teacher to answer their telephone and check voicemail messages. If the Occasional Teacher reports to work, they will not be paid.
- (b) Should an assignment be canceled without such notice, the Board shall pay the Occasional Teacher the pay they would have received for that assignment for that day provided the Occasional Teacher reports for, and completes, alternate professional duties.

ARTICLE 16 - BENEFITS

Refer to C6.00 and Letter of Agreement #6 of Part A of the Central Agreement.

16.01 Subject to eligibility requirements, a Long-term Occasional Teacher employed on pre-determined long-term occasional assignment of at least two (2) months duration may participate in the Extended Health Plan, Dental Plan and Life Insurance benefits outlined in the Elementary Teachers' Agreement. The Board's share of the premium costs shall be the same as for a regular teacher with the same workload.

ARTICLE 17 - SICK LEAVE

Refer to C7.00 of Part A of the Central Agreement.

ARTICLE 18 - LEAVES

18.01 The following absences shall be without loss of sick leave credit or loss of salary:

(a) **Bereavement Leave**

A total of five school days may be allowed per bereavement of the following: parent, spouse, common-law spouse, same sex partner, fiancé, child, sibling or grandchild.

A total of three school days may be allowed per bereavement of the following: grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or other person in loco parentis or any other relative who lived in the home.

One school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece, or nephew.

In the case of extenuating circumstances, application may be made to the Superintendent of Education responsible for Human Resources, or designate, for additional time under this clause. For any working days which fall in this period, there shall be no deduction of pay.

(b) **Examination and Graduation**

A Long-term Occasional Teacher who is scheduled to work and who has received the prior approval of the Superintendent of Education responsible for Human Resources, or designate, may be absent from duty without loss of pay in accordance with the following:

For the purpose of writing an examination the half-day period during which the examination occurs will be granted.

For the purpose of attending his/her graduation, the half-day period during which the graduation occurs will be granted.

(c) **Jury Duty or Subpoena**

A Long-term Occasional Teacher who is absent from his/her assigned long-term occasional assignment by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which she is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the payment they receives as a juror or as a witness.

(d) **Quarantine**

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

(e) **Hazardous Weather**

A Long-term Occasional Teacher who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year, with pay. Such requests must state the reason for absence, and approval is at the sole discretion of the Superintendent of Education responsible for Human Resources, or designate.

(f) **Holy Days**

A Long-term Occasional Teacher shall be granted up to a maximum of three (3) school days in a school year for observance of recognized Holy Days that fall within the term of his/her assignment.

(g) **Urgent Matters, Community Public Service or Moving Day**

For a pre-determined long-term occasional assignment of ninety-seven (97) days or greater, the Long-term Occasional Teacher shall be entitled to two (2) school day(s) per year, for urgent matters (including adoptive leave and paternity leave), or emergency family-related matters or community public service or one (1) moving day which cannot be conducted other than during school hours may be allowed. Such request must state the reason for the absence, and approval is at the discretion of the Superintendent of Education responsible for Human Resources, or designate.

ARTICLE 19 - VOLUNTARY LEAVE OF ABSENCE

19.01 The Board may allow a leave of absence to an Occasional Teacher. Such leave will not be unreasonably denied. In granting the leave of absence, the Occasional Teacher's name shall be removed from the Occasional Teacher Roster for a period of up to and including one (1) school year. The Occasional Teacher shall be returned to the Occasional Teacher Roster at the end of the leave provided that the Occasional Teacher is available to accept assignments and advises the Board's Human Resources Department thirty (30) days prior to the end of the leave.

ARTICLE 20 - LEAVE FOR UNION BUSINESS

20.01 (a) At the request of the Union, the Board may excuse one or more Occasional Teachers for the purpose of conducting official Union Business. When such leaves involve an Occasional Teacher in a long-term assignment, it shall be subject to prior arrangements with the Superintendent responsible for Human Resources, or designate, the reasonable requirements

of the timetable and the availability of other Occasional Teachers to replace the Occasional Teachers involved. Absences shall be segments of either half-days or full days.

- (b) The Occasional Teacher granted leave under 20.01(a) shall suffer no loss of salary and benefits, if applicable. The Union shall reimburse the Board for the full replacement costs, if any.
- (c) (i) The position of President of the Local ETFO Occasional Teacher Unit shall be treated as if employed by the Board as a Long-term Occasional Teacher for salary purposes (not benefits as per Article 16). The Union will reimburse the Board for the full cost of the release.
(ii) The absence of the Occasional Teacher for Union Business within the first nine (9) days of a long-term occasional assignment, with or without a predetermined end date will not interrupt a long-term occasional assignment for grid placement.

ARTICLE 21 - PREGNANCY/PARENTAL LEAVE

Refer to C11.2 of Part A of the Central Agreement.

Pregnancy/parental leave shall be granted according to the *Employment Standards Act* which may be amended from time to time.

ARTICLE 22 - LOCAL GRIEVANCE AND ARBITRATION PROCEDURE

22.01 Definitions

- (a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) A "party" shall be defined as:
 - (i) the Union
 - (ii) the Board.
- (c) "Days" shall mean regular work days unless otherwise indicated.

22.02 An Occasional Teacher shall have the right to have present a representative from ETFO to assist the teacher at any stage of this grievance and arbitration procedure.

22.03 (a) Step One – Complaint Stage

Any dispute must first be discussed by the Occasional Teacher with the Principal, or immediate supervisor, within twenty (20) days of the time when the grievor should responsibly be expected to be aware of the relevant fact. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step Two, within ten (10) days of the discussion with the Principal or Supervisor.

(b) Step Two

The Union must submit a written grievance with the Superintendent responsible for Human Resource, or designate, who shall answer the grievance in writing within fifteen (15) days after receipt of the grievance.

The written grievance shall contain:

- (i) A description of how the alleged dispute is in violation of the Agreement; AND
- (ii) A statement of the facts to support the grievance; AND
- (iii) The relief sought; AND
- (iv) The signature of the duly authorized official of the Union.

22.04 If the reply of the Superintendent of Human Resources or designate is unacceptable to the Union, it may, within ten (10) days of receiving the written reply of the Superintendent of Human Resources or designate, apply for arbitration. Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the arbitration procedure.

22.05 **Policy and Group Grievance**

The Union has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the time when the party should reasonable be expected to be aware of the relevant facts. Such grievances shall be filled at Step Two, except that a Board grievance shall be filed with the Local President of the Union and a Board representative shall present its grievance to the Union's Grievance Committee.

22.06 **Arbitration**

The party seeking arbitration shall notify the other party in writing of its intent to submit the difference or allegation to arbitration and if they are opting for a single Arbitrator or a Board of Arbitration. The notice shall also contain the name of the party's selection for a single Arbitrator or the name of their appointee to a Board of Arbitration. The recipient of the notice shall, within ten (10) days, inform the other party of agreement for a single Arbitrator or Arbitration Board and if they agree to the single Arbitrator proposed by the first party, or name their appointee to an Arbitration Board, as the case may be. Where the parties are unable to agree on a single Arbitrator, the matter shall proceed before an Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair. If the two appointees fail to agree upon a chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

A single Arbitrator or a Board of Arbitration shall hear the pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision within the timelines specified by the *Ontario Labour Relations Act*. The decision shall be final and binding upon the parties and upon any teacher affected by it.

The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority the decision of the Chair governs.

The single Arbitrator or board of Arbitration shall not, but its decision, add to, delete form, modify, or otherwise amend the provisions of the Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

- 22.07 Time restrictions may be extended if mutually agreed in writing.
- 22.08 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Agreement.
- 22.09 Both parties agree to pay one-half (1/2) of the fees and expenses of the single arbitrator, or the fees and expenses of the parties' respective appointees and one-half (1/2) of the fees and expenses of the chair of the Arbitration Board.
- 22.10 Where a teacher has been dismissed for just cause, the teacher may file a grievance at Step Two within ten (10) school days of written notice of termination.
- 22.11 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and shall stipulate the name of the person and the timeline for grievance mediation to occur.
- 22.12 An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held after the school day. Costs for the Occasional Teacher shall be paid by the Union.

ARTICLE 23 - CORRESPONDENCE

- 23.01 All correspondence between the parties arising out of this Collective Agreement shall pass to and from the Superintendent responsible for Human Resources, or designate, and from the President of the Occasional Teachers' Local Union, or designate, unless otherwise specified in this Collective Agreement.

ARTICLE 24 - PROFESSIONAL LEARNING

- 24.01 Each year the Board shall allocate to the Union \$5,000 for the purpose of providing professional development for elementary Occasional Teachers to be administered by the Union. Funds not expended in a given year will be added to the next year's allotment.
- 24.02 The Board shall provide information to the Union about the professional development activities provided by the Board.
- 24.03 (a) Subject to availability of space, an Occasional Teacher may attend, without pay, scheduled professional development activity days arranged by the Board.

(b) Subject to the availability of space, an Occasional Teacher may be offered the opportunity to attend without pay, the Board's in-service programs on a voluntary basis.

- 24.04 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 24.05 A Long-term Occasional Teacher shall attend, with pay, Board-wide Professional Development Days that fall within the long-term occasional assignment.

ARTICLE 25 - STRIKE AND LOCKOUT

- 25.01 There shall be no strike or lockout during the term of the Collective Agreement. The terms "strike" and "lockout" shall be as defined in the *Labour Relations Act* and the *School Boards Collective Bargaining Act*.

ARTICLE 26 - HARASSMENT

- 26.01 The Board and the Union agree that every employee is entitled to freedom from harassment in the workplace.

ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY ACT

- 27.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.
- 27.02 The Board agrees to abide by the *Occupational Health and Safety Act*. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act. The Parties agree to abide by the Health and Safety Guidelines established for the Joint Occupational Health and Safety Committee.
- 27.03 The Union shall be entitled to one representative on the joint Health and Safety Committee.
- 27.04 In accordance with the *Occupational Health and Safety Act*, no occasional teacher shall be discharged, penalized or disciplined in any way for making a complaint relating to health and safety or for otherwise seeking to enforce his/her rights in any matter related to health and safety.

ARTICLE 28 - UNION REPRESENTATION

- 28.01 The Union shall notify the Board in writing of the names of persons elected to the office in the Local Occasional Teachers' Union, and of persons who may be authorized by the Union to represent Occasional Teachers in a particular school or workplace on behalf of the Union (workplace steward).
- 28.02 Subject to the approval of the Principal, access to a bulletin board in each school or workplace shall be provided for the posting of Union business and information for the Union membership.

28.03 Subject to the approval of the Principal, the Union may have access to its members at all schools and workplaces for Union business provided that it does not interrupt the instructional day.

ARTICLE 29 - UNION/MANAGEMENT LIAISON COMMITTEE

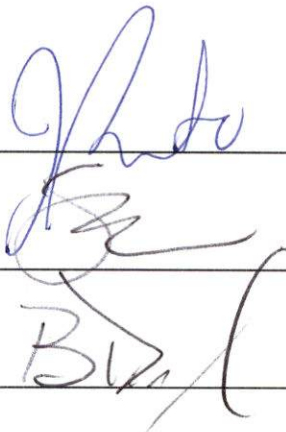
29.01 The parties agree to form a Union-Management Committee comprised of not more than three (3) representatives from each party. The Committee shall meet every three (3) months, if necessary, and it shall discuss matters of mutual concern provided that such matters shall not include matters which are subject to collective bargaining or matters which are subject for grievance and/or arbitration.

ARTICLE 30 - DURATION AND RENEWAL

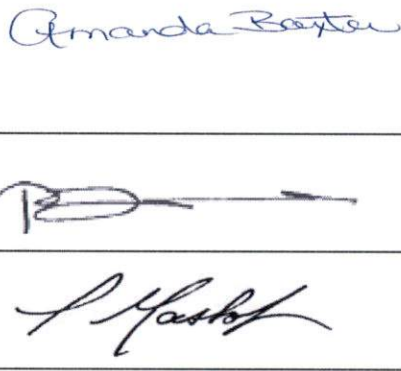
Refer to C3.00 of Part A of the Central Agreement for term and renewal.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives this 28th day of October, 2021.

FOR THE BOARD:



FOR THE UNION:



Letter of Agreement #1

BETWEEN

The Grand Erie District School Board

AND

**The Elementary Teachers' Federation of Ontario
Grand Erie Elementary Occasional Teachers**

The Board shall advise Principals to endeavour to ensure that an Occasional Teacher shall not be assigned yard duty prior to the commencement of teaching duties.