

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE DURHAM DISTRICT SCHOOL BOARD**

**-AND-**

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO**

**DURHAM OCCASIONAL TEACHERS LOCAL**



**SEPTEMBER 1, 2019 – 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 ELHT Benefits**

The Parties agree that since all active eligible employees have now transitioned to the ETFO ELHT all references to existing life, health and dental benefits plans in the

applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

### **C5.2 Eligibility and Coverage**

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

### **C5.3 Funding**

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

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

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup>.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group

for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO Trust in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.

- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

#### **C5.5 Benefits Committee**

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

#### **C5.6 Privacy**

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

#### **C5.7 Benefits not provided by the ETFO ELHT**

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

#### **C5.8 Payment in Lieu of Benefits**

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

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

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

## **C6.00 SICK LEAVE**

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

#### **a) Sick Leave Benefit Plan**

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

#### **b) Sick Leave Days**

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

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

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

#### **d) Eligibility and Allocation**

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

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

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

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

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

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

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

assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.

- iv. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

**g) Administration**

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

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

## **C8.00 MINISTRY/SCHOOL BOARD INITIATIVES**

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

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

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

## **C9.00 DIAGNOSTIC ASSESSMENT**

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
  - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
  - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

## **C10.00 STATUTORY LEAVES OF ABSENCE/SEB**

### **C10.1 Family Medical Leave or Critical Illness Leave**

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

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

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

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

## **C10.2 Pregnancy Leave**

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

**C11.00 CLASS SIZE/STAFFING LEVELS**

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

## **APPENDIX A – RETIREMENT GRATUITIES**

### **A. Sick Leave Credit-Based Retirement Gratuities**

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

### **B. Other Retirement Gratuities**

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Online Reporting Tool for Violent Incidents**

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

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

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

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

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Half Day of Violence Prevention Training**

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Professional Activity (PA) Days**

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

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Occasional Teacher Ability to Lock the Classroom Door**

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

**RE: Employment Insurance (EI) Rebate**

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Class Size Data**

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Support for Students Committee**

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

Therefore, a provincial committee, with representatives comprised of:

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

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

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

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

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

**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Provincial Working Group - Health and Safety**

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

# Historical Appendix of Central Terms – For Reference Only

## LETTER OF AGREEMENT #6

### BETWEEN

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

### AND

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

### AND

The Crown

### RE: Benefits

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

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

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

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

## **1.0.0 PRINCIPLES**

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

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

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

designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

### **3.0.0 ELIGIBILITY and COVERAGE**

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
  - 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
  - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
  - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
  - 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

## **4.0.0 FUNDING**

### **4.1.0 Negotiated Funding Amount, Board Contributions**

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

4.1.2 Upon the Board's participation date:

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

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

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

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

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

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

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

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

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

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

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

#### **4.2.0 Start-up Costs**

4.2.1 The Government of Ontario will provide:

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

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

positions (FTE) covered by each group in the most recent policy year will be used.

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

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

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

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

## **5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY**

### **5.1.0 Shared Services**

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

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

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

### **5.2.0 Board of Trustees' Responsibilities**

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

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

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

### **5.3.0 Accountability**

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

## **6.0.0 TRANSITION COMMITTEE**

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

## **7.0.0 PAYMENTS**

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

## **8.0.0 ENROLMENT**

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

## **9.0.0 ERRORS and OMISSIONS**

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

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

#### **10.0.0 CLAIMS SUPPORT**

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

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

#### **11.0.0 PRIVACY**

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

## **APPENDIX A – HRIS File**

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

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

**PART B - LOCAL TERMS  
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## **ARTICLE L1.00 – PURPOSE AND RECOGNITION**

- L1.01 It is the intent and purpose of both Parties to this Agreement to maintain and further a harmonious relationship and to set forth certain terms and conditions of employment as to salary and other matters to which the Parties agree, including procedures for the prompt disposition of grievances.
- L1.02 This Agreement shall apply to all Daily Occasional and Long Term Occasional Teachers who, from time to time, are employed by the Board as Elementary Occasional Teachers.
- L1.03 In view of the orderly steps provided by this Agreement for the resolution of grievances, and in accordance with the Labour Relations Act, there shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement.

No member shall be required to perform the duties, beyond those prescribed by the Education Act and related regulations, of any other employee of the Board who is engaged in a strike or lockout.

## **ARTICLE L2.00 – RECOGNITION**

- L2.01 The Board recognizes the Elementary Teachers' Federation of Ontario ("E.T.F.O.") as the bargaining agent of all qualified Occasional Teachers employed by the Durham District School Board in its elementary panel.
- L2.02 The Parties recognize the right of each party to obtain assistance from advisors, agents or counsel to assist the party in matters pertaining to the negotiation of this Agreement. Each party shall be responsible for all fees and expenses incurred to provide for the service of its representatives.
- L2.03 The Board recognizes the Negotiating Committee of the Bargaining Unit as the official body to represent the Local and to negotiate on its behalf unless notified otherwise in writing by the Union. The Union and Bargaining Unit recognize the Negotiating Committee of the Durham District School Board as the official body to represent the Durham District School Board and to negotiate on its behalf.

## **ARTICLE L3.00 – DEFINITIONS AND CLASSIFICATIONS**

- L3.01 Occasional Teacher means a teacher who is certified and a member in good standing with the Ontario College of Teachers, and who is hired to teach as a substitute for a permanent, probationary or temporary teacher who has died during the school year or who is absent from regular duties for a temporary period that is less than a school year and does not extend beyond the end of a school year.

Occasional Teacher does not include an employee who does not have the qualifications of a teacher as defined by clause 1(1)66 of the Education Act. It does include a recent graduate who is qualified and has made application to

hold valid Certificates of Registration and Qualifications from the Ontario College of Teachers and is awaiting certification, but does not include a person who is subsequently denied membership for any reason.

Where an Occasional Teacher's membership in the College is denied or subsequently suspended or revoked by the College in accordance with its mandate and practice, that teacher's employment shall be terminated forthwith from the Board.

L3.02 No person covered by any other collective agreement made under the Labour Relations Act shall be covered by this Agreement. However, a person who is covered by another collective agreement in respect of part-time employment with the Board, and who is accepted by the Board for additional employment as an Occasional Teacher, shall be covered by this Agreement in respect of such occasional teaching employment only.

L3.03 Daily Occasional Teacher shall mean an Occasional Teacher whose employment is for a casual period that is on a day-to-day basis.

L3.04 (a) "Long Term Occasional Teacher" (LTO) shall mean an Occasional Teacher who is employed for ten (10) or more consecutive instructional days as a replacement for one teacher employed on a permanent or probationary basis and who has been granted a Long Term Occasional assignment

Note: Formerly referred to as "Occasional Agreement Teacher"

(b) At the conclusion of the assignment, and upon written request of the Long Term Occasional Teacher, the Superintendent of Education – People and Culture or designate will arrange to provide the Long Term Occasional Teacher with written verification of the Long Term Occasional Teacher's term of assignment.

(c) The written verification shall indicate:

- (i) start date of the assignment;
- (ii) end date of the assignment;
- (iii) position and school for the assignment;
- (iv) annual grid salary of the Occasional Teacher at the conclusion of the assignment.

(d) Absences for Religious Holy Days, funerals (see Article L15.02(a)), previously booked specialist appointments, Federation business, Board closures, or school closures by other agencies, Board approved professional development day(s), or for Board approved compassionate reasons shall not be considered a break in continuous service for the purpose of achieving status as a Long Term Occasional Teacher, if the Occasional Teacher returns to the same assignment.

- (e) Should the teacher being replaced return for a period of five (5) days or less, and then become unavailable for the same or a related reason, and the same Occasional Teacher resumes the position, the assignment will be deemed to be unbroken.

L3.05 Length of the Instructional School Day

The Instructional School Day shall be 300 instructional minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch and recess break(s).

- L3.06 "Agreement" refers to this Collective Agreement between the parties.
- L3.07 "Bargaining Unit" means all members of the Elementary Teachers' Federation of Ontario Durham Occasional Teachers' Local who are employed as Occasional Teachers by the Durham District School Board to teach in the elementary panel.
- L3.08 "Board" means The Durham District School Board and "employer" has a corresponding meaning.
- L3.09 "Designate" means the individual(s) or organization(s) that may be appointed by the Union/Local or the Board/Director of Education to perform in various capacities in accordance with the Agreement.
- L3.10 "Director" means the Director of Education.
- L3.11 "ETFO" means the Elementary Teachers' Federation of Ontario.
- L3.12 "Local" means the ETFO Durham Occasional Teachers' Local.
- L3.13 "Occasional Teacher" means an Occasional Teacher, as defined in S.1(1.1) of the Education Act, who is a statutory member of the Union, and for whom the Board is required to deduct fees in accordance with a schedule prescribed for members of the Union.
- L3.14 "Occasional Teacher Roster" means a list of Occasional Teachers who are employed by the Board as Occasional Teachers in the elementary panel, in accordance with Article 13.
- L3.15 "College of Teachers" (OCT) means the Ontario College of Teachers, as established by the Ontario College of Teachers Act, 1996 (S.O. 1996, c.12, as amended).
- L3.16 "Party" or "Parties" refers to the Board/Employer and/or Union/Local, as the case may be.
- L3.17 "QECCO" refers to the Qualifications Evaluation Council of Ontario.

- L3.18 “Regulations” means the regulations which apply to school boards in accordance with the Education Act, Labour Relations Act, and any other applicable legislation, and any amendment(s) thereto.
- L3.19 “Spouse” is understood as being inclusive of such married and common-law relationships as are recognized under Ontario law.
- L3.20 “Statement of Evaluation” means the statement issued to a teacher by the Qualifications Evaluation Council of Ontario, confirming that it has certified the teacher’s qualifications in accordance with the QECO program, recognized under Article 10.06(a) of this Agreement.
- L3.21 “Teacher” means a person, other than a Principal or a Vice-Principal, who is a member of the Ontario College of Teachers, who is employed by the Board, who meets the requirements of Part X.1 Teacher as defined in the Education Act Section 277.1 (1) 2002, who is a statutory member of the Union, and for whom the Board is required to deduct fees in accordance with a schedule prescribed for members of the Union.
- L3.22 “Union” means the Elementary Teachers’ Federation of Ontario (ETFO).

#### **ARTICLE L4.00 – TERM AND EFFECTIVE PERIOD**

- L4.01 The term of this Agreement will be September 1, 2019 to August 31, 2022 inclusive.
- L4.02 This Agreement shall be effective as of the date of signing and shall remain in effect until August 31, 2022, and, shall continue in effect with all clauses, provisions and articles unchanged until such time as this Agreement is itself superseded by a new Agreement, or is amended by the written agreement of the parties, or is terminated in accordance with the *Labour Relations Act* and *School Boards Collective Bargaining Act* as may be amended from time to time.
- L4.03 Either party to this Agreement may, within 90 days of the expiry date of the Agreement, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without amendment, of the agreement then in operation or to the making of a new agreement.
- L4.04 This Agreement shall supersede all previous Agreements. Any amendments shall be made only by mutual consent, in writing, of the parties to this Agreement.

#### **ARTICLE L5.00 – GENERAL**

- L5.01 The Union and the bargaining unit recognize that it is the exclusive right of the Board to manage its affairs, schools and employees, except as expressly limited by this Agreement. The Board agrees to exercise its rights in accordance with the Education and employment related Acts and Regulations of Ontario.

L5.02 No Occasional Teacher shall be disciplined without just cause. Where an Occasional Teacher is required to attend a meeting with a Board representative to deal with matters of discipline or discharge, the Occasional Teacher shall be advised of his/her right to have a representative of the Union at the meeting. Written reasons for disciplinary action shall be provided to the Occasional Teacher within five (5) working days from the time the Occasional Teacher is informed of the action.

L5.03 Teacher Certification

An Occasional Teacher may be required, upon request by the Board or its designate, to produce for the Board proof of current and valid membership and certification with the Ontario College of Teachers. Failure to produce satisfactory proof in accordance with the foregoing within two (2) weeks of a request, which time may be extended by mutual agreement, may result in disciplinary action against the Occasional Teacher, up to and including suspension or termination of employment with the Board.

L5.04 Criminal Background Checks and Offence Declarations

The Board is required by law to collect criminal background checks and offence declarations on its employees in accordance with the regulations of Ontario.

The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

Any disciplinary action related to the criminal background check or the Offence Declaration required by regulation may be the subject of a grievance.

**ARTICLE L6.00 – UNION SECURITY**

L6.01 Union Dues and Levies

(a) The Board agrees to deduct from the pay of each Occasional Teacher in the Local an amount to be specified by the Union or its designate as regular union dues and/or regular Local levies. Deductions shall be made only to the extent that wages are available. Where an Occasional Teacher does not have sufficient wages in any pay period to permit deductions under this Article, the Board shall not be obligated to make such deductions from subsequent salary in respect of the earlier pay period. A list of the Occasional Teachers' names from whose wages such deductions have been made, the amount of deduction, and the number of days worked shall be submitted to the President of the Local. All union dues deductions shall be remitted to the General Secretary of the E.T.F.O. within thirty (30) days following the deduction. Deduction for regular Local levies shall be remitted to the President of the Local by the fifteenth (15th) day of the month following the deduction.

- (b) At a minimum of three times per year, by October 31<sup>st</sup>, January 31<sup>st</sup> and June 30<sup>th</sup> of each year, the Board will provide the ETFO General Secretary with the following information: name, address, Board email, Ministry Identification Number (MIDENT), FTE status, salary, member status (active/terminated/retired), member leave status (deferred/paid/preg/parental/unpaid/ WSIB), and OCT number.

L6.02 The Union or its designate agrees to provide the Board with at least thirty (30) calendar days' notice in writing of its desire to alter the amount of such dues. Changes in dues shall be implemented by the Board in the first pay period following such notice or at such later date as may be requested.

L6.03 The Bargaining Unit shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the provision of employee information and the deduction and remittance of dues by the Board pursuant to this Article.

L6.04 The Board shall provide to the Bargaining Unit President, by September 15 each year, a letter stating the total number of Elementary Occasional teaching days worked in the previous year.

L6.05 At time of hire the Board shall direct each Occasional Teacher to the Staff Portal where a searchable electronic copy of the current collective agreement in force between the Board and the Bargaining Unit may be accessed and a general information package relevant to the job. The information package shall be developed in consultation with the Bargaining Unit.

L6.06 Copying of Collective Agreement

The Board shall make available a searchable electronic copy of the collective agreement to the E.T.F.O. Durham Occasional Teachers' Local and each member of the bargaining unit through the Staff Portal.

**ARTICLE L7.00 – BOARD/LOCAL RELATIONS**

L7.01 Joint Employee Relations Committee

- (a) The parties agree upon signing this Agreement to establish a Joint Employee Relations Committee to discuss matters of mutual interest. The Committee shall consist of up to three (3) representatives of the Bargaining Unit who have completed their probationary periods and up to three (3) representatives of the Board.
- (b) Meetings of the Joint Employee Relations Committee will be arranged by the appropriate Superintendent or designate upon request by either party and scheduled at times convenient to the representatives. The party requesting a meeting shall indicate with its request the topics it wishes to discuss.

L7.02 Mailings

When a mailing is deemed necessary by both the Board and the Occasional Teachers' Bargaining Unit, the cost of such mailing shall be shared equally by both parties.

L7.03 Union Business

At the request of the Bargaining Unit, an Occasional Teacher shall be released from teaching duties for the purpose of contract administration and direct negotiations with the Board, or for purposes of Union business, to a maximum of fifteen (15) school days, in the aggregate, per annum. Such a leave for Union business shall not constitute a break in continuous service. In such cases, the Bargaining Unit is responsible for the Occasional Teacher's pay. The Board shall administer such payment, and shall be reimbursed by the Bargaining Unit for the full salary and statutory benefits costs of the occasional teacher replacement.

L7.04 Release Time for Union Business

At the written request of the Union, the Board shall grant up to one (1) FTE per school year of release time for the President of the Local to conduct Union business. The Board agrees to continue the pay of the President during the leave at the applicable long-term occasional rate less required deductions, in consideration of which the Union shall reimburse the Board the full costs of such payment, including but not limited to the Occasional Teacher's salary, all applicable employer contributions, allowances if applicable, sick pay, premiums and costs for benefits, Teachers' Pension Plan, Employment Insurance, Employer Health Tax, Canada Pension and any other applicable costs or payments paid to or on behalf of the Occasional Teachers.

Where an Occasional Teacher receives pay pursuant to this provision, the leave shall be treated for all purposes pursuant to the collective agreement as if it were time worked.

**ARTICLE L8.00 – CORRESPONDENCE**

L8.01 Unless otherwise provided within this Agreement, all correspondence between the parties arising out of or incidental to this Agreement shall pass to and from the President or designate of the Bargaining Unit and the appropriate Superintendent of Education or designate.

**ARTICLE L9.00 – GRIEVANCE AND ARBITRATION PROCEDURE**

L9.01 In this Agreement, "grievance" means any dispute as to the interpretation, application, administration, or alleged violation of the terms of this Agreement including the question as to whether or not the matter is arbitrable. The parties agree to resolve all grievances in the manner and by way of the procedure hereinafter set out. The parties recognize that grievances which may arise

should be resolved as expeditiously as possible and, accordingly, have set out mandatory time limits for grievance and arbitration proceedings which must be observed. Failure of the grieving party to proceed within the times stipulated shall be deemed an abandonment or withdrawal of the grievance. Failure to respond within the times stipulated shall allow the grieving party to proceed to the next step.

L9.02 The time limits fixed for the grievance procedure under this Agreement may be extended or abridged upon the written consent of the Board and the Bargaining Unit.

L9.03 One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Bargaining Unit.

L9.04 Step 1 (Informal Complaint)

An Occasional Teacher who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall inform the Principal and/or appropriate Superintendent of Education or designate. Such a complaint shall be discussed with the Principal and/or appropriate Superintendent of Education or designate, within ten (10) school days of the occurrence or origination of the circumstances giving rise to the complaint. The Principal or Superintendent of Education or designate shall, within five (5) school days, attempt to resolve the complaint informally. The Occasional Teacher may have the assistance of a recognized officer of the Bargaining Unit.

The Principal shall consult with and may seek the assistance of the appropriate Superintendent of Education (or designate) should there be an informal meeting. Notwithstanding the above, the Superintendent's (or designates) and the Principal's answer shall be given to the Occasional Teacher, in writing, not later than ten (10) school days after receiving the complaint.

L9.05 Step 2 (Formal Grievance)

Should the Occasional Teacher be dissatisfied with the answer received at Step 1, or should the Principal or appropriate Superintendent of Education fail to submit the answer within the time stipulated, the Bargaining Unit, through a recognized officer, may submit a formal grievance in writing to the Superintendent of Education – People and Culture or designate stating the facts on which the grievance is based, a notation of the sections of the Agreement claimed to have been violated, and the remedy requested.

It shall be submitted no later than five (5) school days following receipt of the answer at Step 1 and, in any event, no later than thirty (30) school days following the date on which the facts giving rise to the grievance arose. The Superintendent of Education – People and Culture or designate shall arrange, within five (5) school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time. The meeting shall be attended by the Superintendent of Education – People and Culture or

designate, and any other administrative staff representatives the Superintendent of Education – People and Culture or designate may choose to be present, together with the President of the Bargaining Unit or designate, and at least one other Bargaining Unit representative.

A grievance shall be filed and advanced in accordance with this Article, sections L9.06, L9.07 or L9.08, whichever is applicable. A grievor who is the subject of an Individual Grievance may attend at the request of either party. The Superintendent of Education – People and Culture or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit or designate in accordance with this Article, but in any event no later than ten (10) school days from the date of the meeting.

L9.06 (a) Individual Grievance

In the event the rights of one Occasional Teacher are alleged to have been breached, the Bargaining Unit may initiate an Individual Grievance in writing at Step 2 on behalf of the Occasional Teacher within and not after ten (10) school days after the Occasional Teacher has discussed the matter informally at Step 1 with his or her Principal, or the applicable Superintendent of Education or designate, as required at Step 1 Complaint.

(b) Individual Discharge Grievance

Subject to the provisions of Article L12.00 with respect to a probationary Occasional Teacher, in the event an Occasional Teacher's name is removed from the Occasional Teacher Roster for disciplinary reasons, and the Occasional Teacher believes such discipline is without just cause, within and not after ten (10) school days of the removal of the Occasional Teacher's name from the Occasional Teacher Roster, the Bargaining Unit may file a formal grievance at Step 2 on his or her behalf, without first requiring the Occasional Teacher to meet his or her obligations at Step 1.

L9.07 Group Grievance

In the event that the rights of two (2) or more Occasional Teachers are alleged to have been violated in circumstances which involve the same basic set of facts, the Bargaining Unit, on behalf of the employees involved, may initiate a Group Grievance in writing at Step 2 within and not later than eighteen (18) school days of the incident or circumstances giving rise to the grievance.

The Superintendent of Education – People and Culture or designate shall arrange, within five (5) school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time. The meeting shall be attended by the Superintendent of Education – People and Culture or designate, and any other administrative staff representative the Superintendent of Education – People and Culture or designate may choose to be present, together with the President of the Bargaining Unit or designate, and at least one

other Bargaining Unit representative. The Superintendent of Education – People and Culture or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than ten (10) school days from the date of the meeting.

#### L9.08 Policy Grievance

Where the Board or the Bargaining Unit alleges that its rights as a party to the Collective Agreement have been directly violated, as opposed to the rights of an individual Occasional Teacher, a policy grievance may be initiated at Step 2. The Board shall initiate policy grievances by writing to the President of the Bargaining Unit and the Bargaining Unit shall initiate policy grievances by writing to the Superintendent of Education – People and Culture or designate within ten (10) school days of the incident or circumstances giving rise to the grievance.

Such written policy grievance must contain particulars of the incident giving rise to the grievance, the provision(s) of the Collective Agreement alleged to have been violated, the date of the alleged violation and the remedy requested. The parties shall arrange, within five (5) school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time, and written reply shall be provided by the party who has received the grievance within ten (10) school days of the meeting.

#### L9.09 Arbitration

Should the grievance be unresolved following receipt of the answer at Step 2, or should such answer not be given within the required time, either the Bargaining Unit or the Board may submit the grievance to arbitration. The referral to arbitration must be in writing and received by the other party no later than ten (10) school days after the expiry of the Step 2 time limit.

- (a) When either party requests that a grievance be submitted to arbitration, the written referral to arbitration shall include the names of three arbitrators. Within five (5) school days following receipt of the referral, the other party shall respond in writing, agreeing to one of the named arbitrators, or with a list of alternative suggestions. If the responding party does not agree to one of the alternatives, the parties may exchange further names until agreement is reached, or at any time after the initial exchange of lists, if agreement is not reached, either party may refer the matter to the Minister of Labour for appointment of an arbitrator whose name has not appeared in the exchanges between the parties under this provision.
- (b) An arbitrator will attempt to render a decision, where feasible, within thirty (30) calendar days of the completion of the hearing.

- (c) An arbitrator shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- (d) No person may act as an arbitrator if that person has been involved in any attempt to negotiate or settle the grievance.
- (e) The decision of the arbitrator shall be final and binding upon the parties to this Agreement.
- (f) Each of the parties, being the Board and the Bargaining Unit, shall share equally the fees and expenses of the arbitrator.

## **ARTICLE L10.00 – WAGES**

### **L10.01 Daily Occasional Teachers**

- (a) With Degree
  - Effective September 1, 2019 - \$235.24/day (93.52% of A1, Step 0)
  - Effective September 1, 2020 - \$237.59/day (93.52% of A1, Step 0)
  - Effective September 1, 2020 - \$239.96/day (93.52% of A1, Step 0)
- (b) Without Degree
  - Effective September 1, 2019 - \$216.68/day
  - Effective September 1, 2020 - \$218.85/day
  - Effective September 1, 2021 - \$221.03/day

A Daily Occasional Teacher whose assignment is less than 0.5 of an instructional day shall be assigned work and shall be paid for 0.5 of an instructional day.

A Daily Occasional Teacher whose assignment is less than 1.0 but greater than 0.5 of an instructional day shall be assigned work and shall be paid for 1.0 of an instructional day.

### **L10.02 Long Term Occasional Teachers**

A Long Term Occasional Teacher shall be placed on the current Durham Elementary Teachers' Salary Grid with the recognized teaching experience and category placement in accordance with Section L10.06 of this Agreement. Long Term Occasional Teachers shall continue to be paid according to the current Durham Elementary Teachers' Salary Grid until the termination of the assignment. Where consecutive days of supply teaching immediately precede a Long Term Occasional assignment for the same teaching assignment, payment on the salary grid shall be retroactive to the first day of the supply teaching.

- L10.03 The parties agree that the wage rates specified herein include vacation and holiday pay.

L10.04 The parties agree that the wage rates specified herein shall be prorated for assignments to positions on less than a full-time basis.

L10.05 Long Term Occasional Teachers' Grid Placement

(a) Effective September 1, 2003 category placement on the Durham Elementary Teachers' Salary Grid shall be determined in accordance with the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Programme 5.

(b) Long Term Occasional Teachers' Grid Placement

Experience credit for salary placement shall include all previous teaching experience with a school board operated under the authority of the Acts and Regulations of a Ministry of Education – Province or Territory of Canada, or equivalent.

(i) Each full year shall count as one (1) year.

(ii) Effective September 1, 2006, experience on a less than full-time basis shall be credited based on one-tenth (1/10) of a year for each twenty (20) full-time equivalent days of teaching or full school month of teaching (whichever is greater) in a Long Term Occasional assignment. One-tenth (1/10) of a year of teaching experience will be granted for a remainder of ten (10) or more days after division into twenty (20) day blocks.

(iii) Effective September 1, 2021, each credit course taught in Summer School, Continuing Education and/or Night School shall count as one-sixth (1/6) of a year or 32.33 days' experience, provided that no Teacher shall be entitled to accrue more than 1.0 year teaching experience in any September 1 to August 31 period. Remedial courses and partial credits will be appropriately pro-rated.

(iv) Effective August 31, 2008, experience as a daily occasional teacher for supply days worked after September 1, 2006 shall be recognized for the grid placement of Long Term Occasional Teachers. The manner of counting supply days shall be as expressed in the previous paragraph(s).

(c) Occasional Teachers are obliged to provide proof of teaching qualifications and membership in the Ontario College of Teachers prior to placement on the Occasional Teacher Roster, except as otherwise provided in paragraph L13.01. For initial placement on the salary grid, as necessary, Occasional Teachers are also obliged to provide proof of teaching experience and verification of category placement. Changes from initial grid category placement shall be made in accordance with (d) or (e) below.

- (d) The Board will adjust the salary of an Occasional Teacher as of September 1:
  - (i) if requirements for placement in a higher category are completed before the beginning of school in September, and
  - (ii) if application with supporting Q.E.C.O. Statement of Evaluation is submitted to the Director or designate at the earliest opportunity, but not later than the last teaching day in December of the current year.

Effective for the 2001/2002 school year, the applicable date of adjustment pursuant to this provision shall be August 1 for an Occasional Teacher who accepts a teaching assignment in a school in August with a modified school year calendar and has completed the requirements for placement in a higher category before the school start date.

- (e) The Board will adjust the salary of an Occasional Teacher as of January 1:
  - (i) if requirements for placement in a higher category are completed before December 31, and
  - (ii) if application with supporting Q.E.C.O. Statement of Evaluation is submitted to the Director or designate after the last teaching day in December but before May 31.

L10.06 For those Occasional Teachers working in a school that is on the modified school year calendar, salary payments during the month of August shall be based on the salary levels in effect on the following September.

L10.07 When a Long Term Occasional teaching assignment is completed prior to the required date for report cards to be submitted, the Long Term Occasional Teacher may be required to assist with the completion of these report cards. In such event, the Long Term Occasional Teacher shall be paid for the time to complete the report cards, at the rate of pay received during the Long Term Occasional teaching assignment.

#### **ARTICLE L11.00 – METHOD OF PAYMENT**

L11.01 An Occasional Teacher covered by the terms of this Agreement shall be paid on a bi-weekly basis every second Thursday, based upon days worked up to the second preceding Friday. For clarity, payment shall be made no later than nine (9) working days of the end of a pay period. Where the scheduled Thursday pay date is a banking holiday, the Occasional Teacher shall be paid on the day prior.

- L11.02 (a) An Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be paid for a half-day and shall be assigned duties by the Principal or designate to be performed during this half-day period or reassigned by the Board to fill an alternate vacant assignment.
- (b) An Occasional Teacher who reports for a full day assignment as a result of a call-out error on the part of the Board shall be paid for a full day and shall be assigned duties by the Principal or designate to be performed during the full day or reassigned by the Board to fill an alternate vacant assignment.
- (c) In the event of the early dismissal of students, due to a school closure resulting from emergency conditions, an Occasional Teacher shall be paid the full salary for which the Occasional Teacher was contracted for the particular day or reassigned by the Board to fill an alternate vacant assignment.
- (d) An assignment bridging lunch time shall be considered a full day assignment for purposes of payment;
- (e) Cancellation – Daily Occasional Teachers
- (i) On the day of an assignment, should the whole or half-day (a.m. or p.m.) assignment be cancelled, and dispatch is unable to book an equivalent, alternative assignment, the Daily Occasional Teacher shall be paid for the time booked and shall perform alternative duties, as assigned.
- (ii) The Board shall give a minimum of one and one-half (1 ½) hours' notice of cancellation, prior to the start of an assignment, where possible of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without one and one-half (1 ½) hours' notice, the Daily Occasional Teacher shall be paid for the assignment and shall perform alternative duties, as assigned.
- (f) A Long Term Occasional Teacher who is not ill but is prevented, by order of his or her physician, from entering a particular school, classroom or other premises of the Board, due to evident or suspected presence of a communicable disease or illness of a temporary nature, shall so inform the Principal or designate, and Dispatch, of his or her inability to fulfil the assignment. Upon being so notified, Dispatch will arrange the appropriate re-assignment of the Teacher. Where no appropriate re-assignment is available, the Teacher will be paid for the 1.0 or 0.5 (150 minutes) day as per the original assignment. It is incumbent upon the Long Term Occasional Teacher to have the appropriate medical certificate stating the reason for, and period of anticipated limitation.

The Principal will make it a priority to notify the members of ETFO as soon as possible if a case of Fifth's Disease or Measles is reported in the workplace.

L11.03 (a) Long Term Occasional Teachers shall participate with pay in Professional Activity Day(s) that occur during the period of their assignment while in this classification.

(b) If a Long Term Occasional Teacher has taught in an assignment prior to the Professional Activity Day(s) at the end of the school year, the Long Term Occasional Teacher shall be paid at his or her regular grid rate for performing the Long Term Occasional Teacher's assigned professional duties on that day(s).

L11.04 An Occasional Teacher shall receive a Human Resources and Skills Development Canada Record of Employment (ROE) as soon as possible following receipt of the employee's request

L11.05 Direct Deposit

The Board shall pay all Occasional Teachers covered by this Collective Agreement by means of a direct deposit electronic transfer system. It is understood that the Board incurs no additional liability to Occasional Teachers by implementing a direct deposit electronic transfer payroll system and that its obligation to Occasional Teachers on its payroll is satisfied when its payroll cheque is deposited with the banking institution which is responsible for the administration of the direct deposit system.

A newly-hired Occasional Teacher will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into his or her account on the date of hire or at least fifteen (15) school days prior to his or her first pay day. An Occasional Teacher will advise the Board of any changes in his or her bank, trust company or credit union arrangements at least fifteen (15) school days prior to such changes becoming effective. Where an employee closes or changes an account in such a way that it is not possible to deposit the pay in the designated bank account, the Board shall not be responsible for providing a replacement pay until such time as the funds have been returned to the Board's bank account. Where there is insufficient information provided to allow a direct deposit to be made, the Occasional Teacher's pay will be held by the Board without interest until such time as the necessary information is provided to the Board by the Occasional Teacher and processed by the applicable bank.

## **ARTICLE L12.00 – PROBATIONARY PERIOD**

- L12.01 An Occasional Teacher shall be considered to be on probation until the Occasional Teacher has taught a minimum of forty (40) instructional days in the elementary panel with the Board subsequent to the last date the Occasional Teacher was added to the Board's Elementary Occasional Teacher Roster, and maintained on said list without interruption, except as provided in L13.06.
- L12.02 All Occasional Teachers, including those who have not completed the probationary period, have recourse to the grievance procedure if disciplined or discharged. While probationary Occasional Teachers and non-probationary Occasional Teachers shall be subject to the same disciplinary processes, the standard for discharging a probationary Occasional Teacher will be a lesser standard than for those Occasional Teachers who have successfully completed the probationary period (see L5.02).

## **ARTICLE L13.00 – ELEMENTARY OCCASIONAL TEACHER ROSTER**

L13.01 To be eligible for employment as an Occasional Teacher and inclusion on the Occasional Teacher Roster, a teacher must hold valid Certificates of Registration and Qualifications from the Ontario College of Teachers. However, this shall not preclude the employment and inclusion on the Occasional Teacher Roster of persons appointed to teach who do not hold the required qualifications in circumstances permitted under the *Education Act*. The Board will provide this list to the Union on a quarterly basis.

L13.02 Where an Occasional Teacher fails to maintain membership or where membership is revoked by the Ontario College of Teachers, that Occasional Teacher's employment as a certified Occasional Teacher shall be terminated.

In the case of suspension by the Ontario College of Teachers, an investigation will take place including an opportunity for the Occasional Teacher to provide details regarding the suspension. A decision will be made regarding the employment status of the Occasional Teacher upon conclusion of the investigation.

L13.03 The current method of calling Daily Occasional Teachers shall remain in force until amended following consultation.

L13.04 Where possible, a Daily Occasional Teacher will normally be notified by telephone at least sixty (60) minutes prior to the commencement of the assignment. Where such notice is not possible, the Daily Occasional Teacher will notify the school of the Daily Occasional Teacher's estimated time of arrival and make every reasonable effort to arrive at the location prior to the commencement of the instructional day.

L13.05 (a) An Occasional Teacher Roster, including all members of the Occasional Teachers' Bargaining Unit, will be maintained by the Board. An electronic copy of the updated Roster, will be forwarded to the President of the

Occasional Teachers' Local on September 30th, January 31st, and June 15th. The roster will include the teachers' names, telephone numbers, current addresses and areas of qualification.

- (b) An Occasional Teacher shall notify the Human Resource Services Department in writing, of any change of address and/or telephone.
- (c) The Roster shall indicate which Occasional Teachers are on leaves of absence or in long term occasional teaching assignments as known by the Board at the time it is published and the expected expiry date of said leaves and assignments.
- (d) The Board shall make available to the Union an alphabetical list of all the Long Term Occasional teaching contracts including the school, start and end dates where known, and the name and DDSB employee number of the Occasional Teacher, on a bi-monthly basis.
- (e) The Board shall provide a separate list identifying all new hires with DDSB employee number to the Occasional Teacher Roster by the fifteenth (15th) of every month.

L13.06 Unless the Daily Occasional Teacher is otherwise employed by the Board or has been granted a leave without pay, a Daily Occasional Teacher who has completed her or his probationary period may have her or his name removed from the Occasional Teacher Roster under the following circumstances:

- (a) if the Occasional Teacher does not teach for the Board for a minimum of thirty (30) assignments in one (1) school year. If an Occasional Teacher is granted an approved leave during the school year, the thirty (30) assignment requirement shall be pro-rated from ten (10) months accordingly. The Board will advise the Union of the removal and the names and DDSB employee numbers of the Occasional Teachers removed.

L13.07 Occasional Teachers who wish to continue to teach on an occasional basis from one school year to the next must notify the Board by June 30, on a Substitute Status form provided by the Board affirming their intent to be available for an occasional teaching assignment. By June 1st, the Board will notify by Board email Occasional Teachers that the Substitute Status form is available on the portal to be completed.

L13.08 When the Board advertises or posts for new hires to fill available full or part-time regular and long term teaching vacancies in the Elementary Panel, Occasional Teachers on the Occasional Teacher Roster shall be given consideration.

In addition, for all long term occasional teaching vacancies in the Elementary Panel, at least one-half of those interviewed shall be qualified internal applicants, provided there are a sufficient number of qualified internal candidates.

L13.09 Where an Occasional Teacher has been removed from the Occasional Teacher Roster for any reason, including but not limited to termination or resignation, application for reinstatement to the Occasional Teacher Roster shall be treated as a new application.

#### **ARTICLE L14.00 – BENEFITS**

L14.01 An Occasional Teacher who has worked in excess of ninety (90) full-time equivalent days as an Occasional Teacher for the Board in the prior school year shall be eligible to enrol and participate in the Employee Benefit Plans as outlined below:

Note: Effective September 1, 2009, the qualifying period shall be reduced from 90 days to 80 days (i.e. from the 2008/09 School Year).

- (a) Group Life Insurance and Accidental Death and Dismemberment (Compulsory) \$50,000 coverage.
- (b) Medical/Dental Health Plan (optional)  
Single \$10/Family \$20 Deductible
- (c) Benefit Plan Includes:
  - Basic Dental, 2012 ODA with 9 month recall (Maximum \$1,600/calendar year)
  - Major Restorative (\$1,800/calendar year); 50% co-insurance
  - Orthodontics (\$1,600/calendar year; \$4,500 lifetime) 50% co-insurance
  - \$8.00/prescription dispensing fee cap
  - prescription only and mandatory generic drug coverage;
  - private duty nursing up to \$25,000.00 per 3 years;
  - dental scaling - maximum 8 units per year;
  - no fluoride coverage for persons older than 18 years;
  - no oral hygiene instruction for persons older than 18 years;
  - surgical hose (Prescription only)
  - semi-private hospital coverage
  - Psychologist \$1000 annual maximum / \$100 per visit limit
  - Hearing Aids: Purchase of hearing aids to a maximum of \$4,000 every forty-eight (48) consecutive months.
  - Paramedical: Services of the following licensed, certified or registered paramedical practitioners when operating within their recognized fields of expertise, up to the levels specified for each such practitioner:
    - Re: items (a) through (i) – For each such practitioner, payments up to a total of \$500 per person, per calendar year.
      - (a) Speech Therapist
      - (b) Chiropractor
      - (c) Osteopath
      - (d) Chiropodist

- (e) Podiatrist
  - (f) Naturopath
  - (g) Christian Science Practitioner
  - (h) Physiotherapist
  - (i) Masseur
- Vision Care Plan to provide up to \$450 in any consecutive 24 month period for the following:
    - (i) Purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures.
    - (ii) Contact lenses prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus or aphakia, and if visual acuity can be improved to at least the 24/40 level by contact lenses.
    - (iii) Services for visual training or remedial exercises.
    - (iv) Ocular examinations, including refraction, limited to one (1) in any calendar year for a child and one (1) in any twenty-four (24) consecutive months for any other person.
    - (v) Eye examinations not covered by the provincial health Plan.

Notwithstanding the above, details of coverage shall be in accordance with the terms of the policy with Manulife Financial or an equivalent policy with an alternative company. For eligible expense coverage, the Group Insurance Plan booklet or the Master Policy should be consulted.

L14.01.02 Employees who are hired to a Long Term Occasional assignment which is greater than 40 teaching days, but who do not qualify to participate in the group benefits program based on the qualifying “days worked in the prior school year” criteria, may participate in the program, from the beginning of the assignment, at 100% employee expense.

L14.02 (a) Each eligible Occasional Teacher shall, not later than July 31 each year, complete and return the benefits election form provided by the Board. Where a teacher fails to meet the July 31 deadline, he or she shall be deemed to have waived any entitlement to benefits pursuant to Article 14 unless or until the Occasional Teacher again becomes eligible pursuant to Article 14.

- (b) An eligible Occasional Teacher who elects to participate in the Medical/Dental Health plan shall be a participant in the plan from September 1 to the following August 31 providing that the eligible Occasional Teacher:
- (i) remains on the Occasional Teacher Roster;
  - (ii) remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board; and,
  - (iii) provides the written notice required by sub-paragraph (a), above.

- (c) An Occasional Teacher currently enrolled in the benefits plan may continue participation in the Plan from the next September 1 to the following August 31 providing that the Occasional Teacher:
  - (i) works in excess of ninety (90) full-time equivalent school days (80 school days, effective September 1, 2009) as an Occasional Teacher with the Board during the current school year; and
  - (ii) fulfils the conditions set out under 14.02 (b).
  
- (d) Notwithstanding paragraph (c) above, an Occasional Teacher currently enrolled in the benefits plan may continue participation in the plan from the next September 1 to the following August 31 providing that the Occasional Teacher:
  - (i) works in excess of forty-five (45) full-time equivalent school days (40 school days, effective September 1, 2009) as an Occasional Teacher with the Board during the current school year; and
  - (ii) fulfils the conditions set out under 14.02 (b).

#### L14.03 Premiums

- (a) Monthly premium costs for each plan in which the eligible Occasional Teacher participates shall be funded as follows:
  - (i) Where eligibility to participate is based upon full-time equivalent school days in excess of ninety (90) from the previous school year (80 school days, effective September 1, 2009), the Board and the eligible Occasional Teacher shall each pay 50% of the premium costs.
  - (ii) Where eligibility to participate is based upon full-time equivalent school days in excess of forty-five (45) from the previous school year (40 school days, effective September 1, 2009), the eligible Occasional Teacher shall pay 100% of the premium costs.

L14.04 If the Occasional Teacher fails to comply with any of the conditions of Article L14.00, the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under Article L14.00.

### **ARTICLE L15.00 – LEAVES**

*Articles 15.01-15.03 shall apply to Long-Term Occasional Teachers only.*

#### **LEAVES WITH PAY**

##### L15.01 Sick Leave

Long-Term Occasional Teachers shall receive sick leave in accordance with the terms of the Central Agreement. (see C7.00 – Sick Leave)

## L15.02 Other Leaves

### (a) Bereavement Leave

Bereavement Leave shall be granted without loss of salary for up to five (5) days at the time of the death of a member of the teacher's immediate family in order for the teacher to make arrangements for and to attend the funeral. "Immediate family" shall include only the following: a parent, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild and including any person who stood in loco parentis to the teacher or a person to whom the teacher stood in loco parentis. These five days will normally be taken consecutively, except in the case of subsequent memorial services. "Spouse" in this paragraph is understood as including a person with whom the teacher lives as though married.

One (1) day leave of absence, with pay will be allowed to any teacher employed by the Board attending the funeral of an aunt or uncle.

### (b) Court Appearances

A Long Term Occasional Teacher who is absent by reason of a summons to serve as a juror or a Crown witness in any court to which the Teacher has been summoned in any proceedings to which the Teacher is not a party or one of the persons charged shall be paid the applicable earnings under 10.02 or 10.03 during the period of such absence but not beyond the end of the assignment, provided that the Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

### (c) Quarantine/Medical

Absence with pay will be allowed, not beyond the end of the assignment, where it is occasioned through quarantine by a Medical Officer of Health, although the teacher is not ill.

A Long Term Occasional Teacher who is not ill but is prevented, by order of his or her physician, from entering a particular school, classroom or other premises of the Board, due to evident or suspected presence of a communicable disease or illness of a temporary nature, shall so inform the Principal, and shall provide, as soon as possible, a medical certificate stating the reason for and period of anticipated limitation. Upon being so notified, the Superintendent of Education – People and Culture or designate, in consultation with the President of the Bargaining Unit, will arrange appropriate re-assignment of the teacher. The Principal will make it a priority to notify the members of ETFO as soon as possible if a case of Fifth's Disease is reported in the workplace.

(d) Half Day for Preparation of Report Cards

A Long Term Occasional Teacher will be provided with the use of one-half (1/2) day with pay to be used for the preparation of report cards, when the Long Term Occasional Assignment is a full year. When a Long Term Occasional Teacher begins an assignment mid-year that goes to the end of the school year, they will be provided with the use of one-half day with pay to be used for the preparation of report cards if not already used by the permanent teacher. The use of this one-half (1/2) day shall be determined by the teacher and be scheduled in agreement with the Principal.

**LEAVES WITHOUT PAY**

L15.03 Graduation

A Long-Term Occasional Teacher who applies in writing to the Superintendent of Education – People and Culture or designate at least two (2) weeks in advance of the applicable date, may be absent without pay for the purpose of attending his or her graduation from a recognized post-secondary educational institution. Such absence will not be considered a break in service and shall not exceed one (1) day in a school year.

L15.04 Long Term Unpaid Leave of Absence

An Occasional Teacher who has been employed by the Board for one year or more and who has successfully completed the probationary period may request a leave of absence without pay for a maximum period of up to one (1) school year. The Superintendent of Education – People and Culture or designate shall not approve any requests for extension that result in the leave extending beyond one (1) year

Requests for leaves must be made in writing to the Superintendent of Education – People and Culture or designate. Requests for leaves should be submitted two weeks prior to the anticipated start date of the leave, unless an Occasional Teacher has made every reasonable effort and was unable to do so.

An Occasional Teacher shall not be granted a long term leave of absence in two consecutive school years, unless otherwise authorized by the Superintendent of Education – People and Culture or designate.

An Occasional Teacher shall be returned to active status on the Occasional Teacher Roster on completion of the leave, provided he/she remains in good standing with the Ontario College of Teachers and meets the Board's requirements to provide an Offence Declaration or satisfactory Criminal Background Check.

#### L15.05 Pregnancy/Parental Leave

Pregnancy and parental leave will be administered in accordance with the Employment Standards Act. Long-Term Occasional Teachers are encouraged to provide the Board as much written notice as possible of the date the pregnancy/parental leave is to begin and submit a medical certificate from a legally qualified medical practitioner stating the expected birth date.

One (1) further year of leave may be granted if requested in writing, as long as the Occasional Teacher produces proof of good standing with the Ontario College of Teachers prior to returning to active status on the Occasional Teacher Roster.

#### **ARTICLE L16.00 – WORKING CONDITIONS**

- L16.01 (i) The Timetable of the Occasional Teacher shall be the same as the timetable of the teacher being replaced.
- (ii) Notwithstanding paragraph 16.01(i) above:
- (a) An Occasional Teacher shall not be assigned any supervisory duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment. It is understood that a comparable supervisory duty may be assigned by the Principal during the day;
  - (b) On a day when a school does not receive a sufficient allotment of Occasional Teachers to cover teacher absences, an Occasional Teacher may be required to assist in the coverage of classes in the same manner as Regular Teachers;
  - (c) Should the Board bring in an Occasional Teacher for an assignment other than the replacement of an absent teacher (e.g. preparation payback, coverage for IPRC meetings, grade placements, divisional meetings), the Occasional Teacher will be informed of the nature of the assignment;
- L16.02 Where an Occasional Teacher is a replacement for a teacher who is paid mileage for an assignment which involves travel between two or more schools within the Board's jurisdiction, then the Occasional Teacher shall be similarly reimbursed for mileage in accordance with current rates.
- L16.03 The Board shall provide each full-time Occasional Teacher with a lunch break of forty (40) consecutive minutes free of scheduled supervision.
- L16.04 When an Occasional Teacher is assigned two (2) half day assignments at different schools, the Principal shall not assign that Occasional Teacher to lunch time duties at either school.

- L16.05 (a) No Occasional Teacher shall be required to carry out any of the following medical procedures: administer medication by injection (except the use of an epipen), catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.
- (b) No Occasional Teacher shall be required to carry out a pediculosis examination.

L16.06 Occasional Teacher Handbook/Information Package

An elementary school Principal or designate shall provide an information package to an Occasional Teacher at the time she or he first enters a school. That package shall include the following:

1. (a) A current class list for each class assigned;  
(b) Information related to particular students where special considerations apply, including special needs, safety plans, allergies and medical needs;
2. A map of the school, including the location of washrooms;
3. A list of the regular administration, secretarial, custodial and teaching staff, and educational assistants;
4. The teachers' timetable and class times;
5. Procedures for: use of the P.A. system/telephone/intercom; fire drill; evacuation procedures; medical concerns; lock-down and other emergency procedures;
6. (a) Attendance procedures;  
(b) Arrival and dismissal procedures;  
(c) Daily transportation by bus and/or taxi procedures;
7. A summary outlining the expectations regarding the school discipline code and other pertinent policies;
8. Yard and lunch duty schedules (including indoor schedules);
9. Current seating plan(s);
10. Procedures for reporting emergencies, health and safety concerns, accidents, violent incidents, etc.;
11. Teacher and/or Office feedback form; and
12. Access to the key(s) to the assigned classroom(s) and fobs where applicable. A process to distribute and return the key(s) and fobs will be determined by the principal or designate.

L16.07 Extra-Curricular Sports and Club Activities

It is understood and agreed that, unless legislation or written Ministry Policy expressly states otherwise, extra-curricular sports and club activities are voluntary for Occasional Teachers.

- L16.08 In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given five (5) teaching days' notice or five (5) days' pay in lieu of notice. This shall apply only if the termination occurs for reasons

other than misconduct, disobedience or neglect of duty on the part of the Long Term Occasional Teacher.

In the event that the Long Term Occasional Teacher wishes to resign from his or her Long Term Occasional assignment, a minimum of five (5) teaching days' written notice is required. Nothing herein prevents a Long Term Occasional Teacher and the Board from mutually agreeing to the teacher's resignation from the assignment at any time.

In the event that the regular teacher returns to work on a modified part-time basis, a Long Term Occasional Teacher shall continue in the assignment, on the appropriate part-time or full-time basis, until such time as the regular teacher returns to full time duty.

- L16.09 An Occasional Teacher who accepts and reports for an assignment shall be placed in that assignment unless otherwise mutually agreed.
- L16.10 A Long Term Occasional Teacher who has been in an assignment for less than twenty (20) teaching days shall be provided with assistance to complete report cards or prepare formal reports.
- L16.11 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.
- L16.12 Where an LTO Teacher is under investigation by a third party (e.g. Children's Aid Society), the Board shall determine whether the LTO Teacher should be suspended with pay.
- L16.13 A Long Term Occasional Teacher may not rescind a Long Term Assignment for the purposes of applying for and accepting a different Long Term Assignment. An Occasional Teacher who is in a Long Term Assignment may accept more than one Long Term Assignment so long as the acceptance of one does not require the rescinding of another. Nothing in this provision precludes a Long Term Occasional Teacher from rescinding a Long Term Assignment for the purposes of applying for and accepting a permanent position.
- L16.14 All part-time Long Term Assignments will be posted and scheduled in increments of half day segments.
- L16.15 Interviews

Where it is determined an interview will take place, an offer of an interview shall be made with reasonable notice to each candidate.

## **ARTICLE L17.00 – EVALUATION AND PERSONNEL FILES**

- L17.01 Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence.
- L17.02 An Occasional Teacher may request an appraisal as per Board procedure. An Occasional Teacher in an LTO assignment may request in writing, to an administrator, that an appraisal be done as per Board procedure. The appraisal shall be conducted in a timely manner.
- L17.03 An Occasional Teacher will receive a copy of any written documentation about his or her performance and will have the opportunity to sign as having read it and is entitled to make comments if he or she desires. Such documentation and comments will be retained as part of the Occasional Teacher's file.
- L17.04 Personnel File
- (a) An Occasional Teacher will have access during normal business hours to his or her personnel file, by prior appointment with the Supervisor of Employee Records and in the presence of the Supervisor of Employee Records or designate. The Occasional Teacher may request copies of any document contained in this file.
  - (b) At the Occasional Teacher's request, she/he may be accompanied by one 1) other person, who may have access as determined by the Occasional Teacher. A member of the local Union executive may be given access to an Occasional Teacher's personnel file, if the teacher authorizes that access in writing and the local Union executive provides that authorization to the Superintendent of Education – People and Culture or designate, prior to requesting an appointment to view the teacher's file. The local Union executive member may be given copies of any documentation in the teacher's file, if the teacher has expressly authorized the Board to make and give copies to the local Union executive member.
  - (c) An Occasional Teacher who questions the accuracy or completeness of information in his or her personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.
  - (d) Where the Board exercises its discretion to amend information in an Occasional Teacher's personnel file upon receipt of and in response to the submission set out in (c) above, the Board will provide to the Occasional Teacher, and to the Principal concerned, a copy of the amended information.
  - (e) At an Occasional Teacher's request to the Superintendent of Education – People and Culture or designate, documents contained in an occasional teacher's personnel file of a disciplinary nature and all supporting documents shall be removed from the file at the later of two years or 250

days worked for the Board as an Occasional Teacher from their dates of issue, unless further similar disciplinary action has occurred in that period.

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

**ARTICLE L18.00 – Return to Work and Accommodation**

L18.01 The Board shall notify the Member of their right to union representation at any meeting where a return to work/accommodation plan is being discussed. The parties shall cooperatively develop a modified return to work and/or accommodation plan where required for such members.

Dated at Whitby, Ontario this 16<sup>th</sup> day of November, 2021

On Behalf of the Board

Al Mundy

J. Hoopwash

Andrew Walker

K. Whinnip

[Signature]

[Signature]

On Behalf of ETFO

George Taylor

Paul Walker

G. Ann Hill

A. Ryan

[Signature]

### **Letter of Understanding #1: Professional Learning**

The parties may discuss professional development opportunities through the Labour Management Committee. Where a separate sub-committee is appropriate based on those discussions a sub-committee will be created with appropriate resource personnel from both parties.

### **Letter of Understanding #2: Availability of Occasional Teachers**

The parties agree to establish a committee to review the availability of Occasional Teachers, composition of the Occasional Teacher Roster, reasonable access to work, and the use of additional features of SmartFind Express (SFE) and any proposed changes to the call out system.

The parties have agreed that where available Occasional Teacher assignments are not filled via rotational call-out attempts in a timely manner, on the day that such assignments are scheduled to occur, the Board may activate features of SFE which would allow occasional teachers the ability to review, select and fill those same-day assignments (“The Job-Shopping Features”).

The parties shall meet at minimum, twice in the 2021-2022 school year to discuss any changes to the call out system, issues related to the automated dispatch system, call out process, dedicated OT assignments, uncertified teachers and training and resource materials related to the system for occasional teachers. Members shall be notified by the Board of any changes to the call out system via Board email.

The parties agree that the application of this Letter of Understanding is conditional on the Board using SFE.

### **Letter of Understanding #3: Day-to-Day Supply Teaching Opportunities**

The Board has made a commitment to ensure the continued equitable sharing of supply teaching opportunities among their employees.

It is therefore understood that the Board will continue the implementation of the following measures:

- the number of Occasional Teachers who may be requested by a school by the Board’s Automated Dispatch System for a specific assignment will be maintained;
- the number of persons on the elementary supply list will be maintained at a level required to meet demands for coverage (and will not be increased arbitrarily);
- the use of uncertified persons will be limited to those situations permitted under the Education Act. (and in all cases must be vetted/approved in advance by the Superintendent of Education – People and Culture or designate;

- retired teachers will be considered for inclusion on the supply list in the same manner as other candidates; and,
- administrators will be advised of the priority to be given to equitable distribution of available supply assignments.