

**COLLECTIVE AGREEMENT**

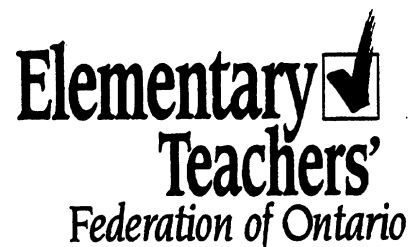
**BETWEEN**

**THE DURHAM DISTRICT SCHOOL BOARD**

**-AND-**

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO**

**DURHAM OCCASIONAL TEACHERS LOCAL**



**SEPTEMBER 1, 2022 – AUGUST 31, 2026**

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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 four (4) years from September 1, 2022 to August 31, 2026 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 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 section c) shall be subject to the following conditions:
  - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT’s expense, within 30 days after their decision to make the change.
  - ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
  - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.

- c) The funding rate shall be increased for inflation as follows on the following dates:
  - i. September 1, 2022: 1% (\$6,235.74)
  - ii. September 1, 2023: 1% (\$6,298.10)
  - iii. September 1, 2024: 1% (\$6,361.08)
  - iv. September 1, 2025: 1% (\$6,424.69)
  - v. August 31, 2026: 4% (\$6,681.68)

#### **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 ELHT 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.
- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
  - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup> for the school year impacted by the strike or lock-out;
  - ii. Divide i) by 194 days;
  - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

### **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.

If a new or modified policy initiative is not discussed at the Ministry Initiatives Committee in advance of implementation, it will be discussed at the next meeting. Alternatively, the Crown will endeavor to provide an informational briefing to ETFO and OPSBA at another forum prior to the next Ministry Initiatives Committee, which may include other attendees at the discretion of the Crown.

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 Winter 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 STDLP.
- 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: Task Force on the Utilization of Sick Leave**

The parties and the Crown agree to establish a task force to review data and explore leading practices related to utilization of sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of ETFO and OPSBA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating separate teacher and education worker sector-wide task forces. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. gather and explore data, by unionized job classifications, on the utilization of sick leave and short-term disability;
2. gather and review information including but not restricted to the following:
  - a. a jurisdictional scan on sick leave and short-term disability plans;
  - b. best practices relating to safe return to work
3. discuss factors contributing to sick leave and short-term disability usage in the education sector;
4. report its findings to school boards and ETFO.

The task force shall complete its work by August 31, 2025.

**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: Violence Prevention Health and Safety Training**

Effective in the 2023-24 school year and each subsequent year of the collective agreement, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to permanent and long-term occasional teachers. Where daily occasional teachers are scheduled to work on a PA Day when this training is provided they will participate. This will include the following topics: Online Violent Incident Reporting, Safe Schools Reporting, and Notification of Potential Risk of Injury.

The parties recommend that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material 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, 2026. 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 2019-2022 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:

- Short-term paid leave (number of days)
- Qualification allowances including extra degree allowances
- FDK Model
- Preparation Time (number of minutes)
- Student supervision (number of minutes)
- Release time related to violent incidents

**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: Individual Education Plans**

To best meet the needs of all students, school boards will consider a number of factors when establishing class lists, including the workload related to IEPs.

**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 agree to recirculate the Final Report of the Support for Students Committee (June 2, 2021) established through Letter of Agreement #9 of ETFO's 2019-2022 Teacher/Occasional Teacher Central Agreement. The Crown will distribute the report to School Boards within sixty (60) days following the date of ratification of the central terms.

A provincial committee will be established with representatives comprised of:

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

Using the three areas of focus in the *Final Report of the Support for Students Committee*, this committee shall meet to gather and identify examples of best practices across school boards.

The committee will strive to complete its work in time for the beginning of the 2024-25 school year. The compilation of best practices shall be shared with School Boards immediately thereafter.

**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.

The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

**LETTER OF AGREEMENT #11**

**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: Violent Incident Debriefing Training**

The Parties acknowledge that the 2018 *Violent Incident Debriefing Training Module*, developed by the Ontario Education Services Corporation for the Ministry of Education, includes leading practices in debriefing after a critical incident.

Within sixty (60) days following the date of ratification of the central terms, the Crown will recirculate the *Violent Incident Debriefing Training Module* to School Boards that employ teachers represented by ETFO.

School Boards may adopt Checklist 1 – Immediate Staff Debriefing Following a Critical Violent Incident and Checklist 2 -Follow-up Staff Debriefing Following a Critical Violent Incident from the *Violent Incident Debriefing Training Module* upon mutual agreement between the local parties.

School Boards are encouraged to consult with the Joint Health and Safety Committee on how this training will be provided to ETFO Teachers during the term of this collective agreement.

**LETTER OF AGREEMENT #12**

**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: Violence Prevention in School Boards**

The parties and the Crown agree that the scope of the work of the Provincial Working Group - Health and Safety (PWGHS) will continue to include violence prevention in schools.

The current Terms of Reference requires a minimum of 4 meetings per year, which can be amended based on the consensus of the work group.

The parties will jointly recommend to the PWGHS the following:

1. Violence prevention shall be prioritized as a topic for discussion.
2. The PWGHS will collect and review:
  - a. how data regarding violent incidents is gathered and shared.
  - b. how safety plans are created and updated and who is involved.
  - c. how and when risk assessments and reassessments are conducted and who is involved.
  - d. how school boards are sharing information regarding the potential risk of violence which is likely to expose the worker to physical injury, relative to the practices outlined in [\*Workplace Violence in School Boards: A Guide to the Law\*](#).

The data collected by the Provincial Working Group - Health and Safety will identify best practices, which may be used to update the [\*Workplace Violence in School Boards: A Guide to the Law\*](#) to share with school boards by August 31, 2026.

**LETTER OF AGREEMENT #13**

**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: Integration of Students**

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 assist in meeting the unique needs of individual learners.

The Parties recognize that preparation prior to a student from a special education class being integrated into a regular classroom can contribute to positive outcomes for the student. That preparation may include, but is not limited to:

- the review of the Ontario Student Record (OSR);
- the creation and/or review of a safety plan and/or behavior plan; and
- other program planning necessary for the successful inclusion of a student with special needs.

Furthermore, any known required resources or technology shall be in place prior to the commencement of the student's integration into a regular classroom except in extenuating circumstances.

**LETTER OF AGREEMENT #14**

**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: Hybrid Instruction**

Hybrid instruction is defined as providing synchronous instruction to students in-person and remotely simultaneously.

The Parties acknowledge that in-person instruction is preferred over hybrid instruction and provides better outcomes for most students.

Teachers will not be required to provide hybrid instruction for a student who is absent from in-person class for discretionary reasons.

**LETTER OF AGREEMENT #15**

**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: Hiring Practices**

The Parties acknowledge that successful teaching experience within the school board, including daily and long-term occasional experience, is valuable in the hiring process.

Teaching experience within the school board will be a factor considered in accordance with Ministry and school board policies in the selection of a successful candidate for a position as a long-term occasional teacher.

Where a candidate is unsuccessful in the hiring process, and requests feedback, it will be provided within 30 days of the interview.

Related provisions in Part B of the collective agreement shall remain in effect.

**LETTER OF AGREEMENT #16**

**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: Safe Teaching and Learning Environments**

The parties agree that safe teaching and learning environments is a shared goal. In addition, the parties acknowledge that appropriate conduct in schools is essential for successful educational outcomes and a positive school climate. A positive school climate includes expectations that everyone actively promotes and demonstrates positive behaviours and interactions, to create, foster and sustain a school community that is safe, inclusive, and accepting for all.

Within 60 days of the ratification of the Central Terms, the Crown, ETFO, and OPSBA will meet to revise PPM 128: The Provincial Code of Conduct and School Board Codes of Conduct.

The parties agree to establish a requirement for schools to have publicly facing signage that communicates behaviour expectations for everyone that are consistent with a safe learning and teaching environment.

Following these discussions, School Boards and Locals shall meet and discuss how the expectations in the code of conduct are communicated to staff, students, other members of the school community, and visitors.

The parties will develop recommendations for the Crown regarding the content of the signage related to the code of conduct that will be shared with school boards. The signage will be shared with the parties prior to the distribution to school boards.

The Crown commits to have the revisions to PPM 128 completed prior to the start of the 2024-25 school year.

The Crown shall endeavour to ensure that the publicly facing signage is distributed to school boards to be posted in schools and board head offices prior to the start of the 2024-25 school year.

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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 certified 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
- (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 ten (10) 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 "QECO" 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, 2022 to August 31, 2026 inclusive.
- L4.02 This Agreement shall be effective as of the date of signing and shall remain in effect until August 31, 2026, 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 their 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 their 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 their behalf, without first requiring the Occasional Teacher to meet their 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 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.

- (c) No person may act as an arbitrator if that person has been involved in any attempt to negotiate or settle the grievance.
- (d) The decision of the arbitrator shall be final and binding upon the parties to this Agreement.
- (e) 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**

- Effective September 1, 2022 (3.0%) - \$257.69/day
- Effective September 1, 2023 (3.0%) - \$265.42/day
- Effective September 1, 2024 (see note) - \$282.46/day \*
- Effective September 1, 2025 (2.5%) - \$289.52/day

\*This increase is based on a provincial average inclusive of a 2.75% increase for September 1, 2024

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.

**Effective September 1, 2022 (3%)**

Years	AX	AY	AZ	A1	A2	A3	A4
0	49183	49183	49183	53454	55319	59582	62502
1	52096	52096	52096	56632	58805	63562	66880
2	55458	55458	55458	59786	62302	67563	71247
3	57924	57924	57924	62962	65793	71561	75621

4	60833	60833	60833	66116	69295	75553	79985
5	63749	63749	63749	69295	72772	79537	84334
6	67376	67376	67376	72449	76281	83530	88707
7	70324	70324	70324	75621	79760	87531	93082
8	73264	73264	73264	78773	83249	91533	97441
9	76207	76207	76207	81943	86744	95505	101792
10	79136	79136	79136	85094	90226	99508	106166
11	82394	84173	88599	88599	94046	103396	110591

**Effective September 1, 2023 (3%)**

Years	AX	AY	AZ	A1	A2	A3	A4
0	50658	50658	50658	55058	56979	61369	64377
1	53659	53659	53659	58331	60569	65469	68886
2	57122	57122	57122	61580	64171	69590	73384
3	59662	59662	59662	64851	67767	73708	77890
4	62658	62658	62658	68099	71374	77820	82385
5	65661	65661	65661	71374	74955	81923	86864
6	69397	69397	69397	74622	78569	86036	91368
7	72434	72434	72434	77890	82153	90157	95874
8	75462	75462	75462	81136	85746	94279	100364
9	78493	78493	78493	84401	89346	98370	104846
10	81510	81510	81510	87647	92933	102493	109351
11	84866	86698	91257	91257	96867	106498	113909

**Effective September 1, 2024 (2.75%)**

Years	AX	AY	AZ	A1	A2	A3	A4
0	52051	52051	52051	56572	58546	63057	66147
1	55135	55135	55135	59935	62235	67269	70780
2	58693	58693	58693	63273	65936	71504	75402
3	61303	61303	61303	66634	69631	75735	80032
4	64381	64381	64381	69972	73337	79960	84651
5	67467	67467	67467	73337	77016	84176	89253
6	71305	71305	71305	76674	80730	88402	93881
7	74426	74426	74426	80032	84412	92636	98511
8	77537	77537	77537	83367	88104	96872	103124
9	80652	80652	80652	86722	91803	101075	107729
10	83752	83752	83752	90057	95489	105312	112358
11	87200	89082	93767	93767	99531	109427	117041

**Effective September 1, 2025 (2.50%)**

Years	AX	AY	AZ	A1	A2	A3	A4
0	53352	53352	53352	57986	60010	64633	67801
1	56513	56513	56513	61433	63791	68951	72550
2	60160	60160	60160	64855	67584	73292	77287
3	62836	62836	62836	68300	71372	77628	82033
4	65991	65991	65991	71721	75170	81959	86767
5	69154	69154	69154	75170	78941	86280	91484
6	73088	73088	73088	78591	82748	90612	96228
7	76287	76287	76287	82033	86522	94952	100974
8	79475	79475	79475	85451	90307	99294	105702
9	82668	82668	82668	88890	94098	103602	110422
10	85846	85846	85846	92308	97876	107945	115167
11	89380	91309	96111	96111	102019	112163	119967

L10.03 The parties agree that the wage rates specified herein are inclusive of statutory holiday pay and vacation 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.

For clarity, should the Occasional Teacher not meet the above requirements within the dates specified, their salary will not be adjusted retroactively. However, should the Occasional Teacher provide proof that submission to the Q.E.C.O. occurred prior to the dates indicated in 10.05 (d) i) and ii) above, the Occasional Teachers' salary will be adjusted retroactively provided the required Statement of Evaluation has been submitted to the Director within thirty (30) days of receipt by the Occasional Teacher.

- (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.

For clarity, should the Occasional Teacher not meet the above requirements within the dates specified, their salary will not be adjusted retroactively. However, should the Occasional Teacher provide proof that submission to the Q.E.C.O. occurred prior to the dates indicated in 10.05 (e) i) and ii) above, the Occasional Teachers' salary will be adjusted retroactively provided the required Statement of Evaluation has been submitted to the Director within thirty (30) days of receipt by the Occasional Teacher.

- 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 their 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 their 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 their 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 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 their account on the date of hire or at least fifteen (15) school days prior to their first pay day. An Occasional Teacher will advise the Board of any changes in their 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 People and Culture 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 (15<sup>th</sup>) of every month.
- (f) The Board will provide a list identifying members who have been removed from the OT roster. The list will be provided by the fifteenth (15<sup>th</sup>) 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 their probationary period may have their 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 (a) An Occasional Teacher who has;

- i. worked in excess of eighty (80) full-time equivalent days as an Occasional Teacher for the Board in the prior school year and;
- ii. remains on the Occasional Teacher Roster and;
- iii. remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board and;

- iv. provides the written notice required in accordance with 14.02 (c)

Shall be eligible to receive funding for benefits. An eligible Occasional Teacher shall receive reimbursement payments from September 1 to the following August 31.

- (b) An Occasional Teacher currently in receipt of benefits funding may continue to be eligible for benefits funding from the next September 1 to the following August 31 providing that the Occasional Teacher:
  - i. works in excess of forty (40) full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
  - ii. fulfils the conditions set out under 14.01 (a) (ii-iv).

L14.02 The eligible Occasional Teacher shall be entitled to funds to be used for the sole purpose of purchasing from among health, life and/or dental plans. The funding amount shall be the lesser of (i) and (ii):

- i. the ETFO ELHT per FTE funding rate in effect in C5.3 of the central terms, multiplied by 96.7% and further multiplied by 50%
  - ii. the actual benefit plan cost multiplied by 50%.
- (a) This funding amount shall be prorated for the portion of the year that the daily Occasional Teacher enrolls in the plan. Reimbursement payments shall be provided to the eligible daily Occasional Teacher on a monthly basis.
  - (b) Notwithstanding the aforementioned, where any daily Occasional Teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.
  - (c) Annually, each eligible Occasional Teacher will provide written notice with the Board's processes, or no later than sixty (60) days of their intention to access benefits funding.

L14.03 If the Occasional Teacher fails to comply with any of the conditions of Article L14.00, the Occasional Teacher's benefits funding shall immediately cease and the Occasional Teacher shall not be eligible to access benefits funding until the Occasional Teacher again becomes eligible under Article L14.00.

L14.04 For the 2023-2024 school year, the aforementioned language will come into effect sixty (60) days following the date of central ratification.

## **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 C6.00 – 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, niece or nephew.

##### **(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 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 their 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 their 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 they remain 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.

The Board will administer SEB in accordance with Part A of the Collective Agreement.

### **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. The Occasional Teacher shall endeavor to follow the day plan left by the regular Teacher. During preparation periods, Occasional Teachers will use their professional judgement to complete professional duties.
- (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 as determined by the school Principal;

- (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 they first enter 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 their 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, within the same notification periods as above.

- L16.09 An Occasional Teacher who accepts and reports for an assignment shall be placed in that assignment unless otherwise mutually agreed, subject to L11.02 and L16.01.

- 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 placed on home assignment with pay. A daily occasional teacher who is placed

on home assignment shall be compensated for each day of the home assignment provided they were previously scheduled to work.

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 their performance and will have the opportunity to sign as having read it and is entitled to make comments if they desire. 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 their 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, they 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 their 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 22<sup>nd</sup> day of February, 2024

**For the Board:**

*Sheepwash*

*SA*

*M. Malin*

*Arlene Walker*

*L. Bliss*

*M. Larson*

*Ch. Murdy*

*Landon McPhee*

**For the Federation:**

*George Igle*

*A. Ryan*

*SS*

*Karen J Walker*

*A. Ann Webb*

*Laurie Musto*

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

The parties may discuss professional development opportunities through the Joint Employee Relations Committee. A separate sub-committee will be created with appropriate resource personnel from both parties. The sub-committee shall consider and identify the needs of Occasional Teachers in developing professional learning opportunities that enhance skills and build capacity to support student well-being and achievement.

### **Letter of Understanding #2: Call-Out System**

The Parties have a shared commitment to ensure the continued equitable sharing of occasional teaching opportunities amongst Occasional Teachers.

The parties may request a meeting 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 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 the 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.

### **Letter of Understanding #3: Overpayments/Underpayments**

The Board will consult and seek feedback with the Union in its revisions to the *Recovery of Salary Overpayment Policy* during the 2023-24 school year. Such consultation shall include, but is not limited to, the following:

- Overpayment/Underpayment Amount
- Repayment Schedule and Timing
- Repayment Options
- Role of the Union

#### **Letter of Understanding #4: Professional Development**

For the 2024-2025 and 2025-2026 school years, the Board will provide a half-day (0.5) of paid professional development per school year on a PA Day designated by the Board for all Occasional Teachers who worked at least eighty (80) days in the previous school year. Such professional development may include mandatory work-related training, Online Violent Incident Reporting, Safe Schools Reporting, Notification of Potential Risk of Injury or other topics as determined in consultation with the Union. It is understood that any occasional teacher that has a partial permanent assignment or is in a current long-term occasional assignment or is in receipt of pension are not eligible for this paid half-day.

#### **Letter of Understanding #5: Ontario College of Teachers Fee Deductions**

Occasional Teachers working in a Long Term Occasional teaching assignment based on the first pay in January shall have the required Ontario College of Teachers' fee deducted from their earnings on that pay. Occasional Teachers not in a Long Term Occasional teaching assignment based on the first pay in January will not have the fee deducted and will be responsible for paying the fee by the Ontario College of Teachers' due date.

#### **Letter of Understanding #6: Risk of Injury Notification**

The Board will consult with the Union in revising the Risk of Injury Procedure regarding the process to follow to ensure Occasional Teachers are notified of risk of injury behaviours in the schools where they have accepted assignments.

#### **Letter of Intent #1: Use of Special Instructions Section in Call-out System.**

The Board shall communicate with school Administrators the importance of accurate teacher classifications in the HR system. Administrators and teachers will be reminded to utilize the special instructions area of the call-out system to provide additional information or to include exceptional circumstances relating to the job assignment (e.g. outdoor activities, field trips.)