

ETFO Durham Occasional Teachers' Local



Tentative Local Collective Agreement

2022 – 2026



ETFO Human Rights Statement



We are committed to:

- Providing an environment for members that is free from harassment and discrimination at all Federation sponsored activities;
- Fostering the goodwill and trust necessary to protect the rights of all individuals within the organization;
- Neither tolerating nor condoning behaviour that undermines the dignity or self-esteem of individuals or the integrity of relationships; and
- Promoting mutual respect, understanding and co-operation as the basis of interaction among all members.



Land Acknowledgement



We acknowledge that the Durham Region forms a part of the traditional and treaty territory of the Mississaugas of Scugog Island First nation, the Mississauga Peoples and the treaty territory of the Chippewas of Georgina Island First Nation. It is on these ancestral and treaty lands that we teach, learn, and live.

Your Local Bargaining Team



- George Taylor
- Karen Walker
- Ann Webb
- Laurie Musto
- Allison Ryan – ETFO Staff Officer

Context - The Central and Local Agreements



- Four year agreement
- Topics on central table could not be dealt with at local table
- There is no agreement on ratified central items until a local agreement is ratified

Introducing: Allison Ryan our ETFO Staff Officer



Allison, our ETFO Staff Officer,
will discuss the Central
Agreement and explain how it will
fit together with our Tentative
Local Agreement.



Show me the Money!



Discussed at the Central Table and already Ratified



Note the following items have already been ratified through Part A of our CA (i.e., the Central Agreement):

1. Article 14.00 - Benefits for Occasional Teachers
 - a. Eligibility for the initial entry year is the same - must have worked 80 days in previous school year, **subsequent consecutive years reduced to 40 days** worked in previous school year
 - b. You can **choose your own benefit plan** from any carrier
 - c. Members **receive reimbursement funds for 50% of the premiums** - 12 months a year
 - d. Funds available: approx \$250.00 per month that should increase over the 4 years of the CA, to be used to purchase benefits only

Discussed at the Central Table and already Ratified cont.



Note the following items have already been ratified through Part A of our CA (i.e., the Central Agreement):

2. An increase in the Daily Rate for OTs based on Bill 124 Remedy for the 2019-2022 CA:
 - a. \$237.00 effective Sept. 1, 2019
 - b. \$241.15 effective Sept. 1, 2020
 - c. \$250.20 effective Sept. 1, 2021
3. An increase in the Salary Grid for LTOs based on previous CA (the Grid effective Sept. 1, 2021 appears on slide 11).
4. Salary/wages for this CA Sept. 1, 2022 through Aug. 31, 2026 will be heard by the Arbitrator on April 17, 2024.

Local Agreement Changes – Part B



Article 10.02 the Salary Grid will now be included within our Local Collective Agreement



	AX	AY	AZ	A1	A2	A3	A4
0	47,750	47,750	47,750	51,896	53,709	57,848	60,682
1	50,580	50,580	50,580	54,984	57,093	61,711	65,582
2	53,843	53,843	53,843	58,045	60,487	65,595	69,172
3	56,238	56,238	56,238	61,129	63,877	69,477	73,418
4	59,061	59,061	59,061	64,190	67,277	73,352	77,655
5	61,892	61,892	61,892	67,277	70,652	77,220	81,879
6	65,415	65,415	65,415	70,340	74,058	81,098	86,123
7	68,276	68,276	68,276	73,418	77,436	84,981	90,372
8	71,130	71,130	71,130	76,479	80,824	88,867	94,604
9	73,987	73,987	73,987	79,556	84,217	92,723	98,827
10	76,830	76,830	76,830	82,616	87,599	97,575	103,074
11	79,995	81,721	86,019	86,019	91,306	100,385	107,370

New Paragraph added to Article 10.05 Regarding QECO Evaluations



L10.05 (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.

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 QECO occurred prior to the dates indicated in 10.05 (d) i) and ii) above, the Occasional Teacher's 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.

What Does This Mean?



- Should an Occasional Teacher submit the required documents to QECO but not receive their evaluation prior to the deadlines in December or May, an OT may submit their Statement of Evaluation to the Board after the deadline. To be considered, the QECO Evaluation must be submitted no later than thirty (30) days after receipt, along with proof the request for evaluation by QECO was made prior to the DDSB deadline.
- QECO ratings can sometimes take up to four (4) months for members to receive. OTs should not be penalized for missing the Board's deadline when they have submitted their documentation to QECO on time.

Article 15.05 Pregnancy/Parental Leave



L15.05 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.

What Does This Mean?



- “SEB” is an acronym for Supplemental Employment Benefit. It is also referred to as “Top Up”. It means the DDSB will “top up” or “supplement” a woman’s maternity benefits from EI by paying the difference between the EI benefit and the member’s usual salary for up to eight (8) weeks.
- Part A of our Collective Agreement Article C10.2 concerns Pregnancy Leave. Sections C10.2 a) through e) specifically refer to SEB.
- SEB is only available to those on an LTO.
- Per DDSB: LTOs eligible for C10.2 b) 100% of salary as SEB if not eligible for EI - same as permanent.

16.12 Working Conditions OT Under Investigation

Old Language:

L16.12 *Where an LTO Teacher is under investigation by a third party (e.g. Children's Aid Society), the Board shall determine whether the LTO Teacher should be suspended with pay.*

New Language:

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.**

15.02 Bereavement Leave



Old Language:

L15.02 a) 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.

New Language:

L15.02 a) 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.**

Letter of Understanding #X

Paid Professional Development Days



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 years.

Such professional development may include mandatory work-related training, Online Violent Incident Reporting, Safe Schools Reporting, Notification of A Potential Risk of Injury of 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.

Considerations



- We were able to negotiate for 1 paid PD Day taken over 2 years (.05 for each of the next 2 years).
- Daily Occasional Teachers may now qualify to receive pay for mandatory training (H&S, SAPP, Violence in Schools).
- To qualify for the half day, you must have worked a minimum of 80 days in the previous school year. (You must work 80 days this year to qualify for the half day next year.)
- Part-time perm staff already receive PD Days as do members on an LTO.
- Many retired teachers will not qualify or do not want to risk exceeding their maximum days.

Letter of Understanding #X

OCT 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.

New Letter of Understanding #X Regarding Overpayments/Underpayments



In a Letter of Understanding the Board has agreed that:

The Board will consult and seek feedback with the Union in its revisions to the Recovery of Salary Overpayment Policy during the 2023 - 2024 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*

What Does This Mean?



- A representative from the DOTL will sit on a committee that is reviewing the way the DDSB calculates and corrects errors in an employee's pay in regards to overpayments and underpayments.
- For example: the DOTL has always advocated on behalf of members that any overpayment would be paid back in installments over time - we would propose that should always be Board policy - not a case-by-case negotiation.
- We will also propose that underpayments be corrected as soon as discovered through a separate bank deposit.

Improved Working Conditions



3.04 Definitions and Classifications

call back to assignment



Old Language:

L3.04 f) *Should the teacher being replaced return for a period of five (5) days or less, and then become unavailable for the same or a related reason, and the same Occasional Teacher resumes the position, the assignment will be deemed to be unbroken.*

New Language:

L3.04 f) 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.

16.08 Working Conditions

LTO Assignments Notification of Termination



Old Language:

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.*

New Language:

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. cont

16.08 Working Conditions

LTO Assignments Notification of Termination cont.

Old Language:

L16.08 cont... *In the event that the Long Term Occasional Teacher wishes to resign from his or her Long Term Occasional assignment, a minimum of five (5) teaching days' written notice is required. Nothing herein prevents a Long Term Occasional Teacher and the Board from mutually agreeing to the teachers' 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.

New Language:

L16.08 cont... 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 teachers' 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.**

What Does This Mean?



- This section now applies to members who are in LTOs replacing a Teacher who is on Medical Leave and that Teacher begins a gradual return-to-work plan.
- As the LTO is decreased and the Teacher's days are increased, the member in the LTO must be provided five (5) days notice of the decrease and/or paid on grid for the time not in the LTO (e.g., may be asked to provide coverage elsewhere but still paid on grid).
- The words “**within the same notification periods as above**” applies to each time the LTO is decreased.

16.01 i) Working Conditions Timetable of the Teacher



Old Language:

L16.01 i) The Timetable of the Occasional Teacher shall be the same as the timetable of the teacher being replaced.

New Language:

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.

What Does This Mean?



The Daily Occasional Teacher will follow the timetable of the teacher they are replacing, including all preps and supervisory duties. That includes:

- Following the day plan left by the Teacher to the best of your ability.
- During a prep your first priority is to ensure you are ready to teach any upcoming lessons.
- Second priority: complete any mandatory training.
- Third priority: complete any work (objective marking, copying for future lessons, etc.) left by the Teacher.

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.”

What Does This Mean?



- Our last LOU about Professional Learning limited PL based on whether it was deemed “appropriate” to hold workshops.
- Now, the need for PL is spelled out and not in question.
- The needs for OTs and what skills are necessary to support students will be identified and workshops offered by Board facilitators.

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 demands for coverage (and will not be increased arbitrarily);***
- Use of uncertified persons will be limited to those situations permitted under the Education Act (and in all cases must be vetted/approved by the Superintendent of Education - People and Culture or designate.***

What Does This Mean?



- The SFE Committee will continue its work to bring issues concerning the system to the Board's attention.
- Equitable sharing of teaching opportunities will continue
- Two items have been dropped from current measures which now means:
 - A Retiree transferring to the Roster no longer must apply in the same manner as external applicants
 - Administrators no longer advised of priority of equitable distribution of supply opportunities (handled by call-out system)

Letter of Understanding #X

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.”

What Does This Mean?



- A representative from the DOTL will sit on a committee that is reviewing the Board's Risk of Injury Procedure.
- For example: we are extremely worried when a Daily OT is called for an assignment in which the original Teacher is absent due to an injury suffered due to being attacked by a student in the classroom.
- Notification must include enough information for the Daily OT to make an informed decision about teaching in the classroom with the student present.
- Being shown a "Student Brief" is not enough.

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).”

What Does This Mean?



- This was the #1 complaint on our CB survey which we have tried hard to address.
- Teacher classifications include the grade of the Teacher being replaced. Members far too often show up for a primary grade and find out the assignment is for an intermediate class.
- The Board suggested they could include instruction for Administrators at various senior management meetings, as well as, by written means.
- They have also agreed to emphasize the need to utilize the special instructions section on SFE.

Housekeeping Items



- Amend and update titles as appropriate;
- Amend and update Board Department titles as appropriate;
- General clean-up of articles referenced in other articles;
- Gender neutral language

QUESTIONS?

