

LOCAL COLLECTIVE AGREEMENT

between

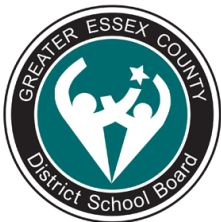
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

(hereinafter called "The Board")

and

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL**

(hereinafter called "The Occasional Teachers")



**EFFECTIVE PERIOD:
SEPTEMBER 1, 2019 TO AUGUST 31, 2022**



TABLE OF CONTENTS

Clicking on the article in this table of contents will bring you to the respective page number in the Collective Agreement.

PART A - CENTRAL TERMS

<u>Article</u>	<u>Description</u>	<u>Page</u>
<u>C1.00</u>	<u>STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT</u>	<u>9</u>
	<i>C1.1 Separate Central and Local Terms</i>	9
	<i>C1.2 Implementation</i>	9
	<i>C1.3 Parties</i>	9
	<i>C1.4 Single Collective Agreement</i>	9
<u>C2.00</u>	<u>DEFINITIONS</u>	<u>9</u>
<u>C3.00</u>	<u>LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL</u>	<u>10</u>
	<i>C3.1 Single Collective Agreement</i>	10
	<i>C3.2 Term of Agreement</i>	10
	<i>C3.3 Where Term Less Than Agreement Term</i>	10
	<i>C3.4 Term of Letters of Understanding</i>	10
	<i>C3.5 Amendment of Terms</i>	10
	<i>C3.6 Notice to Bargain</i>	10
<u>C4.00</u>	<u>CENTRAL GRIEVANCE PROCESS</u>	<u>10</u>
	<i>C4.1 Definitions</i>	11
	<i>C4.2 Central Dispute Resolution Committee</i>	11
	<i>C4.3 The grievance shall specify:</i>	11
	<i>C4.4 Referral to the Committee</i>	12
	<i>C4.5 Mediation</i>	12
	<i>C4.6 Arbitration</i>	12
<u>C5.00</u>	<u>BENEFITS</u>	<u>13</u>
	<i>C5.1 ELHT Benefits</i>	13
	<i>C5.2 Eligibility and Coverage</i>	13
	<i>C5.3 Funding</i>	13
	i. September 1, 2019: 1%	14
	ii. September 1, 2020: 1%	14
	iii. September 1, 2021: 1%	14
	iii. <u>The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.</u>	14
	<i>C5.4 Full-Time Equivalent (FTE) and Employer Contributions</i>	14
	<i>C5.5 Benefits Committee</i>	15
	<i>C5.6 Privacy</i>	15

<u>C5.7 Benefits not provided by the ETFO ELHT</u>	15
a) <u>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</u>	15
b) <u>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</u>	15
<u>C5.8 Payment in Lieu of Benefits</u>	15
<u>C5.9 Long Term Disability (Employee-Paid Plans)</u>	15
<u>C6.00 SICK LEAVE</u>	16
<u>C6.1 Sick Leave/Short Term Leave and Disability Plan</u>	16
<u>C7.00 CENTRAL LABOUR RELATIONS COMMITTEE</u>	18
<u>C8.00 MINISTRY/SCHOOL BOARD INITIATIVES</u>	19
<u>C9.00 DIAGNOSTIC ASSESSMENT</u>	19
<u>C10.00 STATUTORY LEAVES OF ABSENCE/SEB</u>	20
<u>C10.1 Family Medical Leave or Critical Illness Leave</u>	20
<u>Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB)</u>	20
<u>C10.2 Pregnancy Leave</u>	20
<u>C11.00 CLASS SIZE/STAFFING LEVELS</u>	21
A. <u>Sick Leave Credit-Based Retirement Gratuities</u>	22
B. <u>Other Retirement Gratuities</u>	222
LETTER OF AGREEMENT #1	23
LETTER OF AGREEMENT #2	24
LETTER OF AGREEMENT #3	25
LETTER OF AGREEMENT #4	26
LETTER OF AGREEMENT #5	27
LETTER OF AGREEMENT #6	28
LETTER OF AGREEMENT #7	29
LETTER OF AGREEMENT #8	30
LETTER OF AGREEMENT #9	31
LETTER OF AGREEMENT #10.....	32
HISTORIC - LETTER OF AGREEMENT #6.....	33
APPENDIX A – HRIS FILE.....	42

PART B – LOCAL TERMS

ARTICLE	DESCRIPTION	PAGE
L1	Purpose and Scope	44
L2	Recognition.....	44
L3	Definitions.....	45
L4	Union Dues and Assessments	46
L5	Management Rights.....	47
L6	Access to Information	48
L7	Collective Agreement.....	48
L8	Working Conditions.....	49
L9	Calling Occasional Teachers for Long-term Occasional Teaching Assignments	52
L10	Performance Appraisals (Evaluations)	53
L11	Elementary Teaching Vacancies	53
L12	Rates of Pay	53
L13	Qualifications.....	54
L14	Recognized Teaching Experience	54
L15	Reporting Pay	55
L16	Benefits	56
L17	Paid Sick Leave	56
L18	Leave of Absence	57
L19	Federation Business	57
L20	Miscellaneous Leaves for Long-Term Occasional Teachers	58
L21	Parental Leave	60
L22	Accommodation.....	60
L23	Grievance and Arbitration Procedure.....	61
L24	Strikes and Lockouts	63
L25	Representation	63
L26	Occasional Teacher – Board Relations Committee.....	63
L27	Professional Activity.....	63
L28	Criminal Background Checks.....	64
L29	Occupational Health and Safety.....	64

ARTICLE	DESCRIPTION	PAGE
L30	Workplace Safety and Insurance	65
L31	Duration.....	67
	Memorandum of Agreement – Reg. 274.....	68
	Memorandum of Agreement – Benefits	69
	Letter of Understanding – Call Out System	71
	Letter of Understanding – Professional Development.....	72
	Letter of Understanding – Occupational Health and Safety Act	73
	Memorandum of Settlement	74

TITLE	CENTRAL TERM	LOCAL TERM
Adoption Leave	<u>C10</u>	<u>L20</u>
Accommodations		<u>L22</u>
Benefits Plan	<u>C5, Letter 6</u>	<u>L16</u>
Bereavement		<u>L20</u>
Category Definitions		<u>L13</u>
Central Labour Relations Committee	<u>C7</u>	
Class Size/Staffing Levels	<u>C11</u>	
Compassionate Leave		<u>L20</u>
Copies of the Collective Agreement		<u>L7</u>
Credit for Teaching Experience		<u>L14</u>
Criminal Background Checks		<u>L28</u>
Critically Ill Child Care Leave	<u>C10</u>	
Definitions	<u>C2</u>	<u>L3</u>
Diagnostic Assessment	<u>C9</u>	
Examination		<u>L20</u>
Family Medical Leave	<u>C10</u>	
Graduation		<u>L20</u>
Grievance/Mediation/Arbitration Process	<u>C4</u>	<u>L23</u>
Jury Duty		<u>L20</u>
Leaves of Absence	<u>C10</u>	<u>L18</u>
Length of Term/Notice to Bargain/Renewal	<u>C3</u>	<u>L31</u>
Long Term Leave of Absence		<u>L18</u>
Management Rights		<u>L5</u>
Ministry/School Board Initiatives	<u>C8</u>	
No Strike or Lockout		<u>L24</u>
Occupational Health and Safety		<u>L29</u>
Parental Leave		<u>L21</u>
Part Time FTE		<u>L8</u>
Performance Appraisal		<u>L3</u>
Personal Information	<u>Letter 6</u>	
Personnel File		<u>L6</u>
Posting of Positions		<u>L9</u>
Pregnancy Leave	<u>C10</u>	<u>L21</u>
Priority Call Out		<u>L3</u>
Probationary Period		<u>L3</u>

Alphabetized List of Topics

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TITLE	CENTRAL TERM	LOCAL TERM
Professional Activity Days		<u>L27</u>
Professional Development	<u>Letter 4</u>	<u>L27, LOU</u>
Purpose and Scope		<u>L1</u>
Recognition		<u>L2</u>
Regulation 274		<u>MOA</u>
Report Cards		<u>L8</u>
Roster		<u>L8</u>
Salary		<u>L12</u>
Seniority		<u>L15</u>
Short Term Leave of Absence with Deduction	<u>C6</u>	
Sick Leave	<u>C6, Letter 1</u>	
Staffing	<u>Letter 2</u>	
Strikes and Lockouts		<u>L24</u>
Structure and Organization of Collective Agreement	<u>C1</u>	
Teacher Board Relations Committee (TBRC)	<u>C7</u>	<u>L26</u>
Union Dues and Assessments		<u>L4</u>
Union Release Time/Leave		<u>L19</u>
Union Representation		<u>L5</u>
Vested Retirement Gratuity Voluntary Early Payout Option	<u>Appendix A</u>	
Working Conditions		<u>L8</u>
WSIB	<u>C6</u>	<u>L30</u>

PART A
CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are central and local terms. For clarity there shall be one single collective agreement for Teachers and one single collective agreement for Occasional Teachers.

C1.2 Implementation

Part “A” may include provisions respecting the implementation of central terms by the School Board and, where applicable, the bargaining agent. Any such provision shall be binding on the School Board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The Parties to the collective agreement are the School Board and the employee bargaining agent.
- b) Central collective bargaining shall be conducted by the central Employer and employee bargaining agencies representing the local Parties.

C1.4 Single Collective Agreement

Central terms and local terms shall together constitute a single collective agreement.

C2.00 DEFINITIONS

C2.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C2.2 The “Central Parties” shall be defined as the Employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the employee bargaining agent, the Elementary Teachers’ Federation of Ontario (ETFO) (each being a “Central Party”).

C2.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.

C2.4 “Employee” shall be defined as per the *Employment Standards Act*.

C2.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C3.00 **LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL**

C3.1 Single Collective Agreement

The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022 inclusive.

C3.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C3.4 Term of Letters of Understanding

All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.5 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, as amended, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the Central Parties and agreement of the Crown.

C3.6 Notice to Bargain

a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, as amended notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:

b) Notice to commence bargaining shall be given by a central party:

- i. within 90 (ninety) days of the expiry of the collective agreement; or
- ii. within such greater period agreed upon by the Parties; or
- iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 **CENTRAL GRIEVANCE PROCESS**

The following process applies exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act, 2014*, as amended, central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- c) For the purpose of the Central Grievance Process only “days” shall mean school days.

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.

- c) A detailed statement of any relevant facts.
- d) The remedy requested.

- e) A grievance under this provision is not invalidated as a result of a technical deficiency under C4.3 a) b) c) or d), above.

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.

- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.

- c) The Committee shall complete its review within ten (10) days of the grievance being filed.

- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.

- e) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.

- b) Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.

- c) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.

- b) The Central Parties shall select a mutually agreed upon arbitrator.

- c) Where the Central Parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.

- d) The Central Parties may refer multiple grievances to a single arbitrator.

- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.00 **BENEFITS**

The Parties have agreed to include in a historical appendix LOA #6 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 ("ETFO ELHT"). The date on which School Boards and the bargaining units commenced participation in the ETFO ELHT shall be referred to herein as the "Participation Date".

C5.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the ETFO ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

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

made, funding outlined in c) shall be reversed for that year beginning in the month that the Plan enhancement was made, and ETFO shall no longer be eligible for a payment under d) for the duration of the term of the collective agreement.

- iii. Should these Plan enhancements be reversed, funding shall be reinstated at the levels outlined in c) beginning in the month that the plan enhancement was reversed. However, the eligibility for a payment under d) shall not be reinstated.

b) Funding amounts for benefits maintenance or improvements:

- i. September 1, 2019: 1%
- ii. September 1, 2020: 1%
- iii. September 1, 2021: 1%

c) In addition to b) funding amounts for inflation:

- i. September 1, 2019: 3%
- ii. September 1, 2020: 3%
- iii. September 1, 2021: 3%

d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.
- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the ETFO Teachers' Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the Employer contributions for the ETFO Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any

identified differences in funding, those funds shall be remitted to or recovered from the ETFO Trust in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.

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

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.

- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C6.00 **SICK LEAVE**

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

- a) Sick Leave Benefit Plan
The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.
- b) Sick Leave Days
Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.
- c) Short-Term Leave and Disability Plan (STLDP)
Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- d) Eligibility and Allocation
The allocations outlined in paragraphs b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in d)i-vi below.
 - i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
 - ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
 - iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
 - iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current

school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.

- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

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

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

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

- i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at

the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

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

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C7.2 The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the

Committee.

C7.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.

C7.4 The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

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

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

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

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

C9.00 **DIAGNOSTIC ASSESSMENT**

a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.

b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.

c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.

ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.

d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

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

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks

of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

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

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity. To that end, by no later than May 30, 2020 each School Board and ETFO local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

Re: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

Re: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

Re: Class Size Data

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

Re: Support for Students Committee

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

Therefore, a provincial committee, with representatives comprised of:

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

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

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

**Historical Appendix of Central Terms – For Reference Only
LETTER OF AGREEMENT #6**

BETWEEN

**The Ontario Public School Board Association
(hereinafter called ‘OPSBA’)**

AND

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

AND

The Crown

RE: Benefits

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

The employee representatives, the Employer representatives, and the Crown, shall establish an ETFO Employee Life and Health Trust (ELHT), (hereinafter, the “Trust”), to provide benefits to Teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) (“ITA”). School Board benefit plans, herein referred to as the ‘benefit plans’ can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the “ELHT Requirements”). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the “Participation Date”. The Trustees, as defined in 2.1.0, shall cooperate with other Trusts and School Boards (hereinafter, the “Board”) to move all employee groups into the Trust(s) at the same time.

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

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by trustees appointed by the ETFO and trustees appointed by OPSBA and the Crown acting together;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an

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

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

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

- 4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 Upon the Board's participation date:
- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily Occasional Teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
 - ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
 - iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
 - iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
 - v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.
- 4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:
- i) there is an in-year deficit,
 - ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,
- then the in-year deficit in i) would be paid by the Board associated with the deficit.
- 4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily Occasional Teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily Occasional Teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for Occasional Teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
 - ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for Teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.

- 4.1.5 The Trust shall determine employee co-pay, if any.
- 4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current Employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-up Costs

- 4.2.1 The Government of Ontario will provide:
 - a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
 - b) A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Board(s)" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each

employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers' and employees' premium share.
- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the Parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to

assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

- 5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

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

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.

- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

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

9.0.0 ERRORS and OMISSIONS

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan

Administrator within seven (7) days of identification of the error.

9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

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

10.0.0 CLAIMS SUPPORT

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

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

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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

PART B

LOCAL TERMS

ARTICLE L1 - PURPOSE AND SCOPE

- L1.1 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Greater Essex County Elementary Occasional Teachers' Local with respect to the qualified Occasional Teachers covered by this Agreement.
- L1.2 It is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide machinery for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- L1.3 This Collective Agreement shall apply to all qualified Occasional Teachers who, from time to time, are included on the Roster in accordance with the provisions of this Collective Agreement.

ARTICLE L2 - RECOGNITION

- L2.1 The Board recognizes The Elementary Teachers' Federation of Ontario (ETFO) as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Board and assigned as Occasional Teachers to one or more elementary schools or to perform duties in respect of such schools on a Casual or Long-Term Occasional Teacher basis.
- L2.2 The Board recognizes the right of the Local to authorize ETFO or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.3 The Board further recognizes its obligation to advise an Occasional Teacher of **their** right to Local representation at a meeting when the conduct or competence of an Occasional Teacher is being considered which may lead to disciplinary action.
- L2.4 The Local recognizes the Negotiations Policy Committee and its Negotiation Team as the body authorized to negotiate on behalf of the Board.
- L2.5 The Local recognizes the right of the Board to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.6 During an orientation session, the Union will be given an opportunity to address new elementary occasional teachers on matters that relate to their relationship with the Union.
- L2.7 (a) The Board recognizes that the President and designates of the Local may be required to be unavailable for teaching assignments due to Federation business.

(b) The Board agrees that all days of Federation release time shall be recognized as teaching days in the calculation of experience (Article L14).

ARTICLE L3 - DEFINITIONS

L3.1 "Occasional Teacher" means a teacher employed by the Board to:

- (a) Teach as a replacement for a contract teacher who has died during the school year, but does not extend past the end of the school year in which the death occurred;
- (b) Teach as a replacement for a contract teacher who is absent from **their** regular duties for a temporary period that does not extend past the end of the second school year after **their** absence begins.

L3.2 "Casual Occasional Teacher" means an Occasional Teacher who is required to teach under Section L3.1 for a period that is less than ten (10) consecutive teaching days.

Commencing September 1, 2021, "Casual Occasional Teacher" means an Occasional Teacher who is required to teach under Section L3.1 for a period that is less than **nine (9)** consecutive teaching days.

L3.3 (a) "Long-Term Occasional Teacher" means an Occasional Teacher who is required to teach under Section L3.1 for a period of ten (10) or more consecutive teaching days in the same assignment. An interruption in the assignment due to sickness, bereavement leave or a professional activity day shall not interrupt the continuance of the assignment.

Commencing September 1, 2021, "Long-Term Occasional Teacher" means an Occasional Teacher who is required to teach under Section L3.1 for a period of **nine (9)** or more consecutive teaching days in the same assignment. An interruption in the assignment due to sickness, bereavement leave or a professional activity day shall not interrupt the continuance of the assignment.

- (b) Interrupted Long Term Assignment
In the event that a Long-Term Occasional Teacher's assignment is interrupted by the regular teacher's return for a period of ten (10) days or less, and the regular teacher again becomes unavailable, for the same initial reason, the same Occasional Teacher will be rehired, if available, and the long-term assignment will be deemed to be uninterrupted.

L3.4 Probationary Occasional Teacher

Effective September 1, 2001, a probationary Occasional Teacher means an Occasional Teacher who shall be on probation for one year. It is expected that during the probationary period there will be **one (1)** satisfactory performance appraisals completed by a Principal or Vice-Principal. Occasional Teachers are encouraged to request that such performance appraisals be completed by a Principal or Vice-Principal.

L3.5 The "Roster" means a list of all qualified Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the elementary panel of the Greater Essex County District School Board.

L3.6 "Qualified" means an Occasional Teacher who holds a valid Ontario Teacher's Certificate in accordance with the Education Act or a Letter of Standing.

- L3.7 Priority Call Out means a board initiated process to offer the first available casual assignment to an occasional teacher.
- L3.8 "Federation" means the Elementary Teachers' Federation of Ontario (ETFO).
- L3.9 "Local" means the Elementary Teachers' Federation of Ontario, Greater Essex County Occasional Teachers' Local.
- L3.10 "Board" shall mean the Greater Essex County District School Board.

ARTICLE L4 - UNION DUES AND ASSESSMENTS

- L4.1 On each regular pay date on which an employee is paid, the Board shall deduct from each employee, the ETFO dues and any dues chargeable by the Local or an equivalent amount. The amounts shall be determined by the ETFO and/or the Local in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- L4.2 The ETFO dues deducted in L4.1 shall be remitted to the General Secretary of ETFO at **136 Isabella Street, Toronto, Ontario M4Y 0B5** no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees (**name, address, board email**), the **Ministry Identification Number (MIDENT), OCT Number**, annual salary, Member Status (**Active/Terminated/Retired**), the number of days worked, **FTE Status**, salary for the period and the amounts deducted. This same list shall be forwarded to the President of the Occasional Teachers' Local at the same time.
- L4.3 Dues specified by the Local in L4.1, if any, shall be deducted and remitted to the Treasurer of the Local ETFO at the Local's current address not later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their employee identification number, the number of days worked, salary for the period and the amounts deducted.
- L4.4 ETFO and/or the Local, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by ETFO and/or the Local.
- L4.5 The Board shall provide to the Local, by October 15th each year, a letter stating the total number of days of elementary casual and long-term occasional teaching days for the previous school year.
- L4.6 The Statement of Remuneration (T-4 Income Tax Slip) provided each year by the Board shall indicate the amount of fees paid by each Occasional Teacher during the previous year.
- L4.7 The Board shall endeavor to invoice the union for reimbursement costs within twelve (12) months, and no later than eighteen (18) months, after the date that the cost is incurred.**

ARTICLE L5 - MANAGEMENT RIGHTS

- L5.1 The Greater Essex County Occasional Teachers' Local recognizes that the Board has the right, duty and responsibility to provide, operate and manage the elementary schools in its jurisdiction according to the laws of Ontario and subject to the express provisions of this Agreement, so long as these provisions are not inconsistent with any law of Ontario.
- L5.2 The Board agrees to consult with the Local concerning policy changes that may affect the working conditions of Occasional Teachers, prior to implementation of such changes. Such consultation may take place at the Occasional Teacher/Board Committee level and may be initiated by either party.
- L5.3 (a) The Greater Essex County Elementary Occasional Teachers' Local further recognizes the right of the Board to discipline and discharge Occasional Teachers with just cause following a meeting with the Occasional Teacher to discuss the issue and subject to the right of an Occasional Teacher to lodge a grievance in accordance with Article **L23** of the Collective Agreement. The Occasional Teacher shall be informed of their right to have union representation at this meeting.
- (b) Such cause shall be communicated in writing to the Occasional Teacher with a copy to the President of the Local and the appropriate Superintendent, within ten (10) working days from the time the teacher is informed of such action.
- (c) If an Occasional Teacher is required to attend a discipline meeting and attendance at this meeting causes the Occasional Teacher to miss a scheduled assignment the Occasional Teacher will be paid for that assignment.
- L5.4 Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence. No other member of the Union shall be required or requested to evaluate an Occasional Teacher's competence.
- L5.5 Each of the parties hereto agree that there shall be no interference, restraint, coercion or discrimination because of race, colour, age, creed, religion, sex or marital status exercised or practiced upon Occasional Teachers in the elementary panel due to participation in the lawful activities of the Greater Essex County Occasional Teachers' Local.
- L5.6 The Board agrees that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of Union membership or as highlighted within the Ontario Human Rights Code, such as ancestry, place of origin, citizenship, creed, sex (**including pregnancy and breastfeeding**), sexual orientation, **gender identity, gender expression**, age, marital status, familial status or handicap.
- L5.7 (a) **Security cameras, or other electronic surveillance (i.e., video, audio), in the workplace will not be used for the purposes of monitoring the work performance of members.**
- (b) **There will be no security cameras, or other electronic surveillance (i.e., video, audio) placed in washrooms or change rooms.**

ARTICLE L6 - ACCESS TO INFORMATION

- L6.1 (a) The only recognized personnel file of a teacher shall be maintained in the Human Resources Department of the Board.
- (b) Following the written request of an Occasional Teacher for an appointment, the Board shall make available for review, during normal business hours, all information in **their** file. Such review shall be in the presence of a member of the Human Resources Department. A Federation official may accompany the member if requested by the member.
- L6.2 Upon written authorization by the Occasional Teacher, a Federation representative shall have access to the Occasional Teacher's file.
- L6.3 An Occasional Teacher may copy any material contained in **their** file. If the Occasional Teacher disputes the accuracy or completeness of information in the file other than an evaluation report, the Superintendent of Human Resources, or designate, within a reasonable time from the receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Superintendent of Human Resources or designate, shall, at the written request of the Occasional Teacher, notify all persons who received a report based on the inaccurate information of any amendments.
- L6.4 Supervisory Officers, Principals and Vice-Principals shall forward all evaluation and disciplinary documents to the Occasional Teacher at the same time as such documents are being forwarded to the Human Resources Department.
- L6.5 Disciplinary materials and adverse reports will remain in an Occasional Teacher's file for a minimum of two years. Following this period an Occasional Teacher, by written request to the appropriate Superintendent, may request that disciplinary materials and adverse reports be removed from **their** personnel file. The appropriate Superintendent shall respond in writing, within (20) school days or as extended by mutual consent, as to whether or not such request shall be granted. Where the request is denied, the appropriate Superintendent shall provide the reason for the denial, in writing, to the Occasional Teacher.

ARTICLE L7 - COLLECTIVE AGREEMENT

- L7.1 The Board shall provide all Occasional Teachers employed by the Board with an electronic copy of this Collective Agreement within thirty (30) days of the ratification.
- L7.2 The Board shall provide to the principal of each elementary school under its jurisdiction an electronic copy of this Collective Agreement.
- L7.3 The Board shall provide new employees with a hard copy of the Collective Agreement in effect at the date of hire.

ARTICLE L8 - WORKING CONDITIONS

- L8.1 An Occasional Teacher must be qualified to teach in Ontario to be eligible for inclusion on the Roster.
- L8.2 Prior to being placed on the Roster, an applicant must submit proof of certification and all other required documents.
- L8.3 (a) The maximum FTE number of Casual Occasional Teachers on the Roster shall be **two hundred and seventy five (275)**. If the Superintendent responsible for Occasional Teachers determines that the number of Casual Occasional Teachers available does not meet the needs of the Board, additional Occasional Teachers may be added to pierce the **two hundred and seventy five (275)** maximum number following consultation with the President of the Local and mutual agreement.
- (b) The FTE number **two hundred and seventy five (275)** of Casual Occasional Teachers will include elementary teachers who have been terminated by the Board due to redundancy, pro-rated part time occasional teachers, part time LTO teachers and part time contract teachers, as well as full time occasional teachers who are available for daily call-out. Occasional Teachers in full time LTO assignments are not counted as part of the Casual Occasional call-out list.
- (c) The Board shall report to the President of the Local the FTE number of Casual Occasional Teachers on the Occasional Teacher List on October 15th, January 15th and April 15th. The calculated number shall be the number used when hiring to the Roster.
- L8.4 (a) The Board's Roster shall be the list as prepared by the Board. This List shall be updated in September of each year and a copy shall be sent to the President of the Occasional Teachers' Local by October 15th of each year. For each Occasional Teacher, the Roster shall include the name, address, telephone number, salary category, teaching experience, qualifications relevant to elementary teaching assignments and preferred school zones.
- (b) Teachers who want to change their status on the Roster must do so in writing to the appropriate Superintendent by August 15th of each year.
- (c) Amendments to the Roster shall be sent to the Occasional Teachers' Local within thirty (30) days.
- (d) The Board shall provide the Local with a list of all long-term teaching assignments by October 15th, January 15th and April 15th, with the start and end dates, where known, listed for each assignment.
- (e) The Board shall report the use of any emergency persons to the President of the Local **by the 15th of the month.**
- (f) The Board shall provide the Local with a list of all Occasional Teachers hired to a contract position two weeks after reorganization and by January 15th.

- L8.5 (a) Before implementing changes to the method of calling Occasional teachers there will be consultation with the Union.
- (b) The method of calling Occasional Teachers shall be communicated to each Occasional Teacher in writing.
- L8.6 The Board agrees to consult with the Greater Essex County Occasional Teachers' Local and the Local President with respect to any changes in the Roster.
- L8.7 The Board recognizes the unique role that an Occasional Teacher plays in the provision of educational programs and upon arrival the Occasional Teacher will be provided information such as but not limited to the information outlined in AP-AD-44 – Communication with Occasional Staff.
- L8.8 (a) The timetable for an occasional teacher will be the same as the timetable of a teacher being replaced.
- (b) When not replacing a single teacher the Principal will endeavor to assign the occasional teacher a timetable comparable to when a teacher is being replaced.
- L8.9 (a) The Board recognizes the unique role of the Occasional Teacher and the variety of assignments given and will not assign early morning supervision on the first day of an assignment.
- (b) When an Occasional Teacher is assigned two (2) half day assignments at different schools, the Occasional Teacher will not normally be assigned lunch time supervision.
- (c) Should the Board bring in an occasional teacher for an assignment other than the replacement of a single teacher, and where the teacher (s) being replaced are on-site, the occasional teacher will not normally be expected to cover supervision duty unless the occasional teacher assignment is for the same teacher before and after the assigned duty and subject to Article L8.10.
- This is for occasional teacher assignments like, but not limited to, preparation pay-back, and covering for IPRC, HUB, and/or PLC meetings.
- L8.10 The Board shall provide each Occasional Teacher with at least a forty (40) minute uninterrupted lunch period per day, free from duty.
- L8.11 (a) Preparation time shall be free from supervisory, teaching or other assigned duties.**
- (b) Preparation time shall be used in the school for professional activities as determined by the Occasional Teacher. The Occasional Teacher shall not be allowed to leave the school during preparation time unless the Teacher has the consent of the Principal to do so.**
- L8.12 (a) Daily Occasional Teachers are responsible to submit for reimbursement their kilometer/mileage expenses prior to the end of the current school year.**

(b) Occasional Teachers with daily assignments in more than one location on the same day, shall receive mileage compensation in accordance with Board policy, for the distance travelled between Board locations

L8.13 An Occasional Teacher shall not be required to do any medical-physical procedures for pupils.

L8.14 When necessary, each school will share information pertinent to Occasional Teachers within that school that can't be shared electronically.

L8.15 It is the Board's obligation to ensure that every teacher is free from harassment in the workplace.

L8.16 It is understood that extra-curricular activities are voluntary.

L8.17 (a) When Long-term Occasional Teachers are requested to complete report cards, they will be provided with the necessary training.

(b) When a long-term occasional teaching assignment is completed prior to the required date for report cards to be submitted and the principal requires an occasional teacher to complete report cards, the occasional teacher shall be paid one day at the rate of pay they received in the assignment.

L8.18 (a) Long Term Occasional Teachers who participate in evening parent/teacher interviews shall have one half of a professional activity day following the parent/teacher interview session free from meetings, supervisory or other duties. Such time shall be prorated for part time staff. Should the Occasional Teacher no longer be in a long term assignment, then they will be paid a half day pay per evening interview session worked, for which time described in this paragraph has not been given.

(b) When a long term occasional teaching assignment is completed prior to the date for interviews and the Principal requests the occasional teacher be at interviews, the occasional teacher shall be paid according to 8.18 (a).

L8.19 No Occasional Teacher on the Roster shall be required to pay a fee in order to apply for any elementary teaching position within the Board.

L8.20 Fifth Disease

When a long-term occasional teacher is working in a school where fifth disease has been confirmed and the long-term occasional teacher may be at risk, the long-term occasional teacher will be offered the opportunity to be placed on a priority call out for TESS.

When a casual occasional teacher accepts an assignment and upon arrival is notified that there is a confirmed case of Fifth Disease in the school and the occasional teacher may be at risk, the casual occasional teacher shall have the right to decline the assignment and will be offered the opportunity to be reassigned provided there is an open assignment available that day.

ARTICLE L9 - CALLING OF OCCASIONAL TEACHERS FOR LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

- L9.1 (a) A list of all Occasional Teachers who are available for long-term assignments will be given to each Principal. Principals will select from this list to fill assignments. A copy of the list shall be forwarded to the President of the local each time it is amended.
- (b) (i) When it is predetermined by at least twenty (20) school days in advance of the start of the absence that a long-term occasional teacher will be required for a continuous period of three (3) months or more such vacancy shall be posted for ten (10) calendar days. A copy shall be forwarded to the Union.
- (ii) The Board commits to posting by June 15th a list of all known long-term occasional assignments which are a minimum of three (3) months in duration for the following school year. The posting shall be for ten (10) calendar days. Occasional teachers who wish to declare their interest for all the posted positions for which they hold the necessary qualifications may do so, but may not apply for individual positions. Applicants will further declare on this posting their interest in any contract position which may arise during the following school year as well as indicating their geographic area(s) of preference.
- (c) Only qualified, Non-Probationary Occasional Teachers, covered under this agreement, who are members in good standing with the Ontario College of Teachers, will be hired for long-term occasional teaching assignments with the Greater Essex County District School Board.
- L9.2 Where an occasional teacher is called for an assignment which then becomes a long-term assignment, the occasional teacher shall be given consideration in the hiring for that particular assignment.
- L9.3 The Board shall only call Occasional Teachers whose names are on the Board's Roster to replace teachers who are absent or unable to perform their duties, except in emergency situations, in accordance with the Education Act.
- L9.4 When the Board employs a long-term occasional teacher, it shall provide **them** with information concerning the start and projected end dates of the assignment, and the nature of the position. Changes to the specified dates shall be communicated to the Occasional Teacher. In the event the teacher being replaced wishes to return prior to the anticipated original date of return, the Occasional Teacher will be given five (5) days' notice or placed on priority call out in lieu of notice. In order to continue at grid rate for an LTO, while on priority call out, the occasional teacher must accept all assignments offered. Exceptions or extenuating circumstances may be approved by the appropriate Superintendent or designate.

ARTICLE L10 – PERFORMANCE APPRAISALS (EVALUATIONS)

- L10.1 No evaluations of Occasional Teachers shall be conducted during the months of September or June, unless there are extenuating circumstances that arise.**

L10.2 The signature of an Occasional Teacher on the performance appraisal shall be evidence only of the receipt thereof and not be construed as approval of, consent to, or agreement with the contents.

ARTICLE L11 - ELEMENTARY TEACHING VACANCIES

- L11.1 (a) Occasional Teachers who possess the necessary qualifications to teach in the elementary panel may inform the appropriate Superintendent at any time that they are interested in obtaining a teaching position.
- (b) The Board agrees to consider such applications for interviews when teachers are being hired.
- (c) The Board will notify the President of the Local when it is accepting applications for permanent teaching positions in the elementary panel.

ARTICLE L12 - RATES OF PAY

L12.1 The Board shall pay rates of remuneration in accordance with the following:

- (a) Daily Rate of Qualified Casual Occasional Teachers

Date	Base Rate	Vacation	Stat Holiday	Total
September 1, 2019	\$222.40	\$8.97	\$6.73	\$240.12
September 1, 2020	\$226.64	\$9.06	\$6.80	\$242.52
September 1, 2021	\$228.91	\$9.16	\$6.87	\$244.95

- (b) Qualified Long-term Occasional Teacher Rate
A Long-term Occasional Teacher shall be placed on the Elementary Teachers' Salary Grid in accordance with the recognized teaching experience and category placement effective on the tenth (10th) consecutive teaching day and retroactive to the first (1st) day the Occasional Teacher began the long-term occasional teaching assignment. The Occasional Teacher shall continue to be paid according to the Elementary Teachers' Salary Grid until the expiration of the assignment. It is understood and agreed that the salary of the long-term Occasional Teacher includes vacation and statutory holidays.

Qualified Long-term Occasional Teacher Rate
Commencing September 1, 2021, a Long-term Occasional Teacher shall be placed on the Elementary Teachers' Salary Grid in accordance with the recognized teaching experience and category placement effective on the **ninth (9th)** consecutive teaching day and retroactive to the first (1st) day the Occasional Teacher began the long-term occasional teaching assignment. The Occasional Teacher shall continue to be paid according to the Elementary Teachers' Salary Grid until the expiration of the assignment

- (i) **An Occasional Teacher who is moved from one LTO assignment to another at the Reorganization Day will be deemed not to have had their assignment interrupted.**

(ii) **An assignment of 9 days or less before reorganization will be paid at the Daily Occasional Teacher rate.**

(iii) It is understood and agreed that the salary of the long-term Occasional Teacher includes vacation and statutory holidays.

L12.2 (a) For the purpose of calculating the rate of a long-term Occasional Teacher, the calculation shall be based on the number of school days in a given school year.

(b) The current elementary teachers' salary grid shall be forwarded, electronically, to the local president. An updated copy shall be sent electronically within 30 days of any changes.

L12.3 For purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

L12.4 The Board shall continue to pay Occasional Teachers on either a 0.5 or 1.0 basis only.

L12.5 The Board shall endeavor to provide the pay schedule for the upcoming school year by August 1st of each year.

ARTICLE L13 - QUALIFICATIONS

L13.1 Category placement of Long-term Occasional Teachers on the Elementary Teachers' Salary Grid shall be determined in accordance with the current Qualifications Evaluation Council of Ontario (Q.E.C.O.).

L13.2 Documentary proof of qualifications and experience shall be incumbent on all Occasional Teachers.

L13.3 (a) Where an Occasional Teacher has notified the Board in writing by November 1 of any school year that **they are** expecting a change in category or qualifications, for qualifications completed by September 1 of the same year, the increased salary will be paid retroactive to September 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.

(b) Where an Occasional Teacher has notified the Board in writing by March 1 of any school year that **they are** expecting a change in category or qualifications, for qualifications completed by January 1 of the same year, the increased salary will be paid retroactive to January 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.

ARTICLE L14 - RECOGNIZED TEACHING EXPERIENCE

L14.1 Previous teaching experience in Ontario or equivalent as well as previous occasional teaching experience recognized by this Board and its predecessor boards prior to March

31, 1985 shall be recognized as teaching experience for the purpose of placing a Long-term Occasional Teacher on the Elementary Teachers' Salary Grid.

- L14.2 (a) In addition to Section L14.1, long-term occasional teaching experience since April 1, 1985 with this Board and its predecessor boards shall be recognized as teaching experience for the purpose of placing a long-term Occasional Teacher on the Elementary Teachers' Salary Grid.

- (b) In addition to section L14.1, short term (daily) occasional teaching experience with the Greater Essex County District School Board accumulated after September 1, 2002 shall be recognized as teaching experience for the purpose of placing a Long-term Occasional Teacher on the Elementary Teachers' Salary Grid.

L14.3 Experience calculated shall be added to an Occasional Teacher's previous experience and shall be effective as of the next school year.

L14.4 Occasional teaching experience accumulated following ratification of this agreement shall be calculated on the basis of 194 days equal one year and shall be recorded each September 1st. Teaching experience under Sections L14.1 and L14.2 shall be cumulative from year to year and shall be calculated as follows:

- (a) each full year of experience shall count as one (1) year;
- (b) any remaining fraction of a year shall be calculated as follows:
 - i) less than 80 days in a given year --- No credit
 - ii) 80 days and less than 160 days in a given year --- 1/2 year credit
 - iii) over 160 days in a given year --- 1 year credit

ARTICLE L15 - REPORTING PAY

L15.1 An Occasional Teacher who reports for an assignment and for whom no teaching assignment is available shall be paid for one-half (1/2) day and shall be assigned professional duties by the principal for one-half (1/2) day provided the Occasional Teacher accepts the assignment given by the principal for that half day.

L15.2 An assignment of a Long-term Occasional Teacher shall not be deemed to have been interrupted if the Occasional Teacher is not required to be present in the school due to special circumstances such as climatic conditions or mechanical breakdown.

- L15.3 (a) In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers will be paid half of the applicable daily rate of pay if the school closes in the A.M. and the full salary of the applicable daily rate of pay if they are scheduled to work in the P.M. and the school closes in the P.M.
- (b) No member who has been given a job number for an assignment will lose pay or sick leave credits due to an emergency school closure, providing there is no other assignment available.
- (c) Efforts will be made to reassign casual occasional teachers in the event of emergency school closures.

L15.4 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided **they** arrive within a reasonable time of receiving such late request.

L15.5 Cancelled Assignments

- a) If an assignment is cancelled within one (1) hour of the start time of the assignment, the Occasional Teacher will accept the alternate assignment as determined by the Board. **If the Board is unable to reach the Occasional Teacher to notify them of this change they will not be paid.**
- b) Notwithstanding the above, cancelled assignments due to system closure will be excluded.

L15.6 In all cases where an Occasional Teacher receives pay under this Article, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked. For further clarity, but not so as to limit the foregoing, such time shall be included for purposes of calculating benefit entitlement, seniority, teaching experience, sick leave and other entitlements.

ARTICLE L16 - BENEFITS

- L16.1 (a) Extended Health Care Benefits and Basic Dental, Vision and Semi-Private benefits as stipulated in the Elementary Teachers' Collective Agreement will be extended to Occasional Teachers who have been in the same assignment for more than three (3) consecutive months and who have decided to enroll in the plans for the duration of the assignment.
- (b) If the assignment is known in advance to exceed three (3) months, the premium cost will be paid at the commencement of the assignment.
- (c) If the assignment is not known to exceed three (3) months, the premium cost will be paid at the commencement of the fourth (4th) month or as soon as it becomes known that the assignment will exceed three (3) months.
- (d) The Board's share of the benefits provided by Subsection 15.01 (a) for an employee working less than full-time will be prorated in the same ratio as the part-time employment relates to the full-time employment.

L16.2 An Occasional Teacher who has worked a minimum of sixty (60) days in the previous school year is eligible to enroll in the Board's benefit plan. The occasional teacher must notify the Board no later than July 15th of his or her intention to enroll. The Occasional Teacher accepted into the plan shall remain enrolled for a minimum of one year. The Occasional Teacher shall provide the Board with an automatic bank withdrawal and the full cost of the premiums shall be deducted one month in advance. An Occasional Teacher, who has enrolled in the plan, shall be terminated from the plan if that teacher goes two years without working a minimum of sixty (60) days.

ARTICLE L17 - PAID SICK LEAVE

- L17.1 (a) Each Occasional Teacher on a long-term teaching assignment shall be granted a prorated number of days of sick leave. The number of sick leave days shall equal the total number of days on the assignment divided by ten (10). Such leave will be credited at the end of each month of the assignment.

- (b) Unused sick leave credits are cumulative to a maximum of 20, and shall be carried over from one long-term occasional teaching assignment to another.
- (c) Requests for absence due to organ/tissue donation are to be made directly to the Superintendent of Human Resources.

L17.2 Leaves under Article L17 shall not be considered as having interrupted the Occasional Teacher's long-term assignment.

L17.3 Sick days covered under Article L17 will be considered to count toward days of experience gained when calculations are done at the end of the school year.

ARTICLE L18 - LEAVE OF ABSENCE

L18.1 An Occasional Teacher may be granted a leave of absence up to one (1) school year. The Occasional Teacher's name will be removed from the Roster for the period of the leave and will be added to the Roster upon the Occasional Teacher's termination of the leave.

L18.2 The leave of absence shall not interrupt the continuance of employment of the Occasional Teacher with the Board.

ARTICLE L19 - FEDERATION BUSINESS

L19.1 The Board will bill the Federation if the Local requests that an Occasional Teacher be released from Occasional Teacher responsibilities for Federation business. Such released members will receive their current rate of pay, benefits, teaching experience, seniority and other entitlements under this collective agreement and such leave shall not constitute a break in service.

L19.2 (a) The President of the Local will receive grid pay, teaching experience and seniority for all union release days. The Board will bill the Federation for the full cost.

(b) The president of the Local shall be eligible to enroll in the board's Benefit Plan. The President must notify the Board within 30 days his or her intentions to enroll. The President shall enroll for a minimum of one year. The board will bill the Federation for the full cost of the premiums in accordance with Article L16.

L19.3 At the request of the Union the Board shall grant the Local Union President or designate a leave of absence. The member shall be treated for all purposes, included but not limited to, pay, benefits, teaching experience, seniority and other entitlements under this collective agreement, as if employed as a Long Term Occasional Teacher. The Federation will reimburse the Board for the full cost of the member.

L19.4 For each Occasional Teacher who is requested by the Board to participate on a Board committee during the instructional day, the Board will pay grid rate for Long Term Occasional Teachers or daily rate for Casual Occasional Teachers for the time requested while attending meetings scheduled by the committee chair.

ARTICLE L20 – MISC. LEAVES FOR LONG-TERM OCCASIONAL TEACHERS

Teachers shall be entitled to short-term personal leave each work year without loss of salary, sick leave, benefits, experience or seniority, subject to the limitation(s) as listed below. A teacher shall make reasonable efforts to complete the Request for Leave Form before taking leave in accordance with Article **L20**. Where an emergency prevents prior notification of the need for leave, a teacher shall notify the supervisor verbally as soon as possible of the leave which has been taken, and confirm the leave in writing to the supervisor. The Board reserves the right to request additional documentation to substantiate leaves in Article **L18**. The employee shall not be entitled to leave under Article **L20** during the period of scheduled inactive employment.

Note: Days under **L20.1** (a) (i) and (ii) may be taken for all observances and rituals associated with one's religious/cultural beliefs such as but not limited to funeral services, memorial services, visitation and/or ceremonies where only available during working hours. It is understood that bereavement days will be taken consecutively, immediately following the death unless special circumstances require an exception with prior approval authorized by the Superintendent of Human Resources or designate. Approval of bereavement requests will not be unreasonably withheld.

- L20.1** (a) A Long-term Occasional Teacher will be allowed leave without loss of salary as described hereunder:
- (i) Up to five (5) days compassionate leave immediately following the death, in the event of the death of a spouse, parent, child, guardian, step-mother, step-father, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, daughter-in-law and son-in-law, foster child and total dependent.
 - (ii) Up to three (3) days compassionate leave for the attendance of the long-term occasional teacher at the funeral of a grandparent, grandchild, brother-in-law and sister-in-law.
- (b) A Long-term Occasional Teacher will be allowed leave without loss of salary for the following:
- (i) jury duty
 - (ii) quarantine
 - (iii) subpoena
 - (iv) birth or adoption of the Occasional Teacher's child (2 days)
- (c) A long-term occasional teacher will be allowed leave without loss of salary (up to one (1) day) for the following:
- (i) up to one (1) day compassionate leave for the funeral of a close personal friend or relative not mentioned above.
 - (ii) examination (one's own)
 - (iii) graduation (one's own)
- (d) A long-term occasional teacher will be allowed up to two (2) personal leave days in a school year. The long-term occasional teacher shall reimburse the Board for the cost of the short-term occasional teacher employed on the day of the personal leave. Leave not to extend a holiday or long week-end.

- (e) A long term Occasional teacher shall be granted by the Superintendent of Human Resources, up to a maximum of three (3) school days or six (6) half-days per school year to attend to personal, legal or family emergencies that could not be conducted outside of school time. Documentation may be required. In addition legal appointments for self, spouse, and dependent children may be approved under this clause. Medical appointments for the Teacher's spouse and dependent children may also be approved. Other leaves may be approved at the discretion of the Superintendent of Human Resources or designate. It is expected that only that portion of the work day necessary to attend to these matters will be taken.

These days will not be granted on PD days and not to extend any other type of leaves, Christmas or March Break, summer holiday and/or statutory holiday (Thanksgiving, Easter, Family Day and Victoria Day weekends).

These days will be allowed without loss of salary, sick leave, benefits, experience, or seniority. Documentation may be required. The long-term occasional teacher shall reimburse the Board for the cost of the short-term occasional teacher employed on the day of the personal leave.

L20.2 Leaves under this Article, as well as an appearance in a grievance-arbitration proceeding, shall not be considered as having interrupted the Occasional Teacher's long-term assignment.

ARTICLE L21 - PARENTAL LEAVE

L21.1 Pregnancy/Adoption/Parental Leave

- (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act. **An application for pregnancy/parental leave, as well as documentation from the physician, midwife or nurse practitioner indicating the due date must be submitted prior to commencing the leave, unless extenuating circumstances prevent advanced notice.**
- (b) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leave may begin no more than **sixty-one (61)** weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. **For the parent who did not take pregnancy leave, the Board shall provide a parental leave for up to sixty-three (63) weeks.**
- (c) (i) The maximum length of a pregnancy/adoption/ parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the Occasional Teacher and the Superintendent of Education. The return date will be determined prior to the commencement of the leave.
- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the appropriate Superintendent upon a request by an Occasional Teacher. Such leave to terminate on a date mutually agreed by the Occasional Teacher and the appropriate Superintendent but not to exceed beyond the end of the school year.

- (iii) **An Occasional Teacher returning from a Pregnancy / Parental / Adoption leave may indicate in writing, to the Human Resources Department (thirty) 30 days prior to their scheduled return date, their need to return on a 0.5 FTE basis. The 0.5 FTE status will be in effect for the remainder of the school year. Requests shall not be unreasonably denied.**
- (d) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (c) (i) or (ii) above.
- (e) An Occasional Teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.
- (f) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be entitled to further credit for service or experience.
- (g) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave.
- (h) The pregnancy/adoption/parental leave shall apply in respect of any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.

ARTICLE L22 - ACCOMMODATION

L22.1 Where it is determined by the teacher's medical practitioner that a teacher requires accommodation, the Board, in consultation with the Union and the teacher, shall cooperatively develop a written accommodation plan.

L22.2 The Board shall make all reasonable efforts to implement the plan.

L22.3 The Plan shall address working conditions, as they relate to accessibility and other factors, which may include accommodations, adaptive technologies, attitudinal barriers and adequate modifications.

L22.4 This written plan should be implemented in as timely a manner as possible.

L22.5 The plan shall include a schedule for formal reviews. A review shall also be conducted where the nature of the teacher's disability(ies) change(s). Appropriate changes shall be made in accordance with each review as soon as possible.

L22.6 All reviews shall be conducted by the Board, in consultation with the Union.

ARTICLE L23 – GRIEVANCE and ARBITRATION PROCEDURE

L23.1 (a) A "grievance" is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.

(b) A "party" shall be defined as

- (i) Bargaining Unit
- (ii) The Board

(c) "days" shall mean regular work days unless otherwise indicated.

L23.2 An Occasional Teacher shall have the right to have present a representative from the Union to assist the Occasional Teacher at any stage in this grievance and arbitration procedure.

L23.3 Procedure - Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher with the Principal within ten (10) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One

The Bargaining Unit may initiate a written grievance with the appropriate Superintendent or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

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

Step Two

If no settlement is reached at Step One, the Bargaining Unit, may, within ten (10) days of receipt of the written reply of the appropriate Superintendent or designate, refer the matter to the Director's Council. The Director's Council shall provide a response to the grievance in writing within ten (10) days after the receipt of the grievance.

L23.4 If the reply of the Director's Council is unacceptable to the Bargaining Unit, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

Failure to proceed with notice for arbitration within the fifteen (15) days will result in forfeiture of rights to the grievance procedure.

L23.5 Policy and Group Grievance

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of Occasional Teachers who are affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step Two.

L23.6 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) days after receiving the reply under Step Two. The Arbitrator will be selected by the parties. If the two parties fail to agree upon an Arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.

The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or Board affected by it.

The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator shall have the powers as outlined in the Labour Relations Act.

Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

L23.7 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

L23.8 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

L23.9 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.

L23.10 Cost of Arbitration

The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

L23.11 Grievance Mediation

Nothing in this article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

ARTICLE L24 - STRIKES AND LOCKOUTS

L24.1 The parties agree that there will be no strikes or lockouts during the term of this Agreement.

ARTICLE L25 - REPRESENTATION

L25.1 The Board agrees that it will deal solely with the Greater Essex County Occasional Teachers' Local or its duly authorized agents in all matters pertaining to the administration and interpretation of this Agreement.

L25.2 The Board shall provide the Union with access to the Board's internal mail services.

ARTICLE L26 - OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE

- L26.1 (a) The Board and the Greater Essex County Occasional Teachers' Local shall establish a committee to be known as the Occasional Teacher-Board Relations Committee. The Committee will be comprised of three (3) representatives from the Board and the Local President and two (2) members from the Occasional Teachers' Local.
- (b) The Committee shall meet once every three months for the purpose of considering matters pertaining to or arising out of the Collective Agreement and any matter affecting or likely to affect Occasional Teacher-Board relations.
- (c) This Committee does not in any way form part of the grievance-arbitration procedure set forth in the Collective Agreement and no matter which is the subject of a grievance or arbitration in progress shall be the subject of discussion at a meeting of this Committee.
- (d) This Committee shall convene within thirty (30) days of a request of either party, to discuss matters of concern.

ARTICLE L27 - PROFESSIONAL ACTIVITY

L27.1 Should a Professional Activity/Development Day occur at the end of a long-term assignment (including the end of a school term), the Professional Activity/Development Day shall be considered as part of the long term. The occasional teacher will participate in the school's activities or professional development for that day(s) and be paid at the rate of pay received in the assignment.

L27.2 The Board shall provide information to the Occasional Teachers' Local President about Board sponsored workshops, courses and curriculum meetings. Occasional Teachers may participate on a voluntary basis subject to the availability of space.

L27.3 The Board shall provide information to the Occasional Teachers' Local President about the activities planned for each professional activity day. Occasional Teachers may participate on a voluntary basis subject to the availability of space.

L27.4 A Long-term Occasional Teacher will be eligible to attend Professional Development Activities related to the current assignment.

ARTICLE L28- CRIMINAL BACKGROUND CHECK

L28.1 The District School Board shall pay all costs associated with an incumbent employee who participates in the check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to *Regulation 521/2001 of the Education Act*.

L28.2 The District School Board shall ensure that all records and information (including offence declarations and Canadian Police Information Centre (C.P.I.C.) obtained pursuant to Regulation 521/2001 of the Education Act or any subsequent regulation or law, are stored in a secure location and in a completely confidential manner.

L28.3 The Board shall not release any information about an Occasional Teacher obtained pursuant to *Regulation 521/2001 of the Education Act*, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE L29 – OCCUPATIONAL HEALTH AND SAFETY

L29.1 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.

L29.2 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee. In accordance with the above, the Board will notify the bargaining unit President or designate as soon as is reasonably possible, when an employee is taken by ambulance to hospital. All attempts will be made to do this by the end of the workday.

L29.3 An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.

ARTICLE L30 - WORKPLACE SAFETY AND INSURANCE

L30.1 (a) It is agreed that when a Long Term Occasional Teacher is injured during the performance of **their** duties and is unable to perform such duties and receives approval for a temporary loss of earnings benefit under the Workplace Safety and Insurance Act, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. **No** deduction from the teacher's sick leave credits will be made. **The top up amount shall be to a maximum of four (4) years and six (6) months.**

- (b) Long Term Occasional Teachers who receive payments under Subsection **L30.1 (a)** will be entitled to the Board's contribution to benefits, if applicable.
- L30.2 (a)** It is agreed that when a Long Term Occasional Teacher receives approval for a permanent disability pension and is unable to work, the teacher will receive an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. The portion of a day deducted from the teacher's sick leave credit per day of absence will be equal to the ratio of the difference between the permanent disability pension and the net salary compared to the teacher's gross salary.
- (b) Long Term Occasional Teachers who receive payments under Subsection **L30.2 (a)** and who are drawing sick leave in accordance with Subsection **L30.2 (a)** will be entitled to the Board's contribution to benefits, if applicable.
- L30.3** It is understood and agreed that Subsections **L30.1 (a)** and **L30.2 (a)** will apply so long as the teacher has sick leave credits. In the event that the sick leave credits are exhausted, the long term occasional teacher will receive the Workplace Safety and Insurance Act benefits.

ARTICLE L31 - DURATION

Subject to Central Terms C3.00 Length of Term/Notice to Bargain/Renewal pg. 10

Subject to the Ontario Labour Relations Act, no changes can be made to this Local Agreement without the mutual written consent of the parties; nor can any changes be made to the Local Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

Dated at Windsor, Ontario this 15th day of October, 2020.

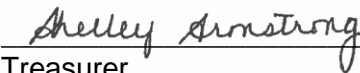
**FOR THE GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD**



Chairperson of the Board



Director and Secretary
of the Board



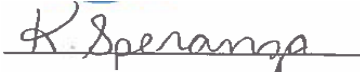
Treasurer



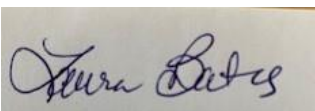
Lead Negotiator



Negotiation Team Member



Negotiation Team Member

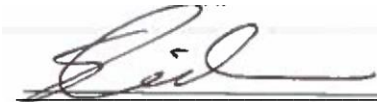


Negotiation Team Member

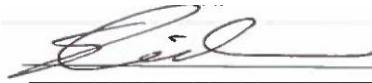


Negotiation Team Member

**GREATER ESSEX COUNTY
ELEMENTARY OCCASIONAL
TEACHERS' LOCAL**



Lead Negotiator ETFO



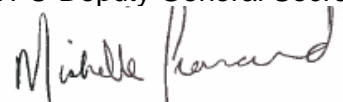
President ETFO
Occasional Teachers' Local



Negotiation Team Member



ETFO Deputy General Secretary



ETFO Bargaining Liaison

MEMORANDUM OF AGREEMENT

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
“the Board”**

And

**THE ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO
GREATER ESSEX COUNTY OCCASIONAL TEACHERS’ LOCAL**


In light of the circumstances surrounding the ongoing implementation of Regulation 274 and the Posting of Long Term Assignments, the Board and the Union agree to the following:

1. Assignments known ten (10) school days in advance and of a duration of twenty (20) school days or more shall be posted for a period of five (5) days.
2. The posting of assignments in #1 above shall be done in a “batch” format once per week. Specifically, all assignments that become known in a particular week will appear on one posting.
3. Despite #2 above, when circumstances warrant, the Board may decide to post a single assignment on a separate posting for expediency purposes.
4. The parties further agree that despite any other provision in this agreement, the Board is not required to post any assignment that becomes known on or following May 15 of the school year and which is to commence between May 15 and June 30 of that year.
5. This Letter of Understanding will expire at the end of the collective agreement in force at the time in the event that Regulation 274 is revoked or opened for further discussion should the posting requirements of the Regulation be amended.

Dated at Windsor, Ontario this 22nd day of July 2020

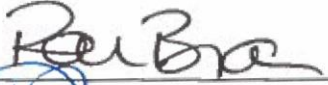
**For the Greater Essex County
District School Board:**


**For the Elementary Teachers’
Federation of Ontario:**




K. Speranza

T. Amh







B. Borellan

MEMORANDUM OF AGREEMENT

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

OCCASIONAL TEACHERS


RE: BENEFITS

1. For the school year 2020/2021 only, the Board shall allow benefit enrolment eligibility for Occasional Teachers to those who have a minimum of ten (10) FTE days worked in the 2019/2020 school year as the eligibility requirements under Art. L16.2 has been expanded by OTIP for an exception period of one year due to the COVID-19 pandemic.
2. The Board shall provide the appropriate lists to OTIP of those Occasional Teachers who have worked a minimum of ten (10) FTE days in the 2019/2020 school year for determination of such benefit eligibility.
3. The employee shall assume all costs associated with their benefits enrolment as prescribed by OTIP under this exception provision.
4. All other terms of Article L16 shall apply, including the benefit eligibility provisions for Occasional Teachers who have been in the same assignment for more than three (3) consecutive months as provided in Article L16.1
5. This Memorandum of Agreement will be in effect until August 31, 2021.

Dated at Windsor, Ontario, this 26^h day of June, 2020

For the Greater Essex County
District School Board:


For the Elementary Teachers'
Federation of Ontario:




K. Speranza

T. Auld

Paul Bra





B. Beaton

LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
“the Board”**

And

**THE ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO
GREATER ESSEX COUNTY OCCASIONAL TEACHERS’ LOCAL**


Call Out System

The Parties agree to meet to discuss possible TESS enhancements that may be available through the TESS call out system. The committee shall be comprised of two (2) ETFO members and two (2) Board staff. The Parties may mutually agree to include additional participants. The committee shall meet prior to January 31, 2021 and complete its work by June 30, 2021.

Dated at Windsor, Ontario, this 15th day of October, 2020

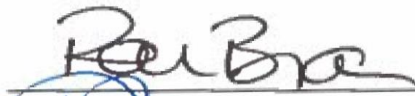
For the Greater Essex County
District School Board:


For the Elementary Teachers’
Federation of Ontario:




K. Speranza

T. Auld







B. Beaton

LETTER OF UNDERSTANDING

BETWEEN

GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL**

RE: PROFESSIONAL DEVELOPMENT


The Board agrees to meet with representatives of the Bargaining Unit annually to plan Professional Development for Elementary Occasional Teachers.

It is understood that the Professional Development activities shall be voluntary for occasional teachers and shall be unpaid.

Dated at Windsor, Ontario, this 15th day of October, 2020


**For the Greater Essex County
District School Board:**


**For the Elementary Teachers'
Federation of Ontario:**





K. Speranza

T. Amel









LETTER OF UNDERSTANDING

BETWEEN

GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL**


RE: OCCUPATIONAL HEALTH AND SAFETY ACT

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.

Dated at Windsor, Ontario, this 15th day of October, 2020

**For the Greater Essex County
District School Board:**

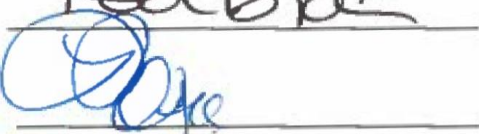
**For the Elementary Teachers'
Federation of Ontario:**



K. Speranza

T. And

R. Bra





B. Beaton

**Pursuant to the Provisions of the School Boards Collective
Bargaining Act, 2014**

Memorandum of Settlement on Local Terms

BETWEEN

**Elementary Teachers Federation of Ontario, Greater Essex County Occasional Teacher
Local**

(the "Union")

And

Greater Essex County District School Board

(the "Employer")

1. The parties agree that this Memorandum and the attached Appendix A constitute the basis for the full and final settlement of the local terms of the collective agreement. The parties agree to recommend these terms to their respective principals for ratification.
2. The parties will endeavor to complete the ratification process by November 2, 2020.
3. Except as provided in the attached Appendix A and in the Memorandum of Settlement respecting central terms dated March 20, 2020, the local terms of the collective agreement, and any agreement of the parties in local bargaining and as otherwise required by law, continue without amendment for the duration of the collective agreement.
4. Except as provided otherwise herein, the terms of this Memorandum and accompanying Appendix A shall be effective on the date of the ratification of these local terms pursuant to the School Boards Collective Bargaining Act, 2014.
5. The parties shall meet to determine the structure and content of the collective agreement within 30 days of the ratification of this Memorandum. Any dispute with respect to the terms to be included in the collective agreement, including any dispute with respect to a conflict between the local terms and the central terms, shall be referred by either party to the central dispute resolution process provided for under the central terms of the collective agreement.

Dated at Windsor Ontario, this 15th day of October, 2020.



