

COLLECTIVE AGREEMENT

-Between-

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

(hereinafter called the "ETFO" or "Union")

-Representing-

THE OCCASIONAL TEACHERS

OF THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

Employed by the Board

(hereinafter called the "Bargaining Unit")

-And-

THE SUPERIOR GREENSTONE DISTRICT SCHOOL BOARD

(hereinafter called the "Employer" or "Board")

- FOR THE PERIOD -

September 1, 2022, to August 31, 2026

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ETFO TEACHERS – 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 four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, as amended notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the Parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process applies exclusively to grievances on central

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.

- ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
- i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.
- e) A grievance under this provision is not invalidated as a result of a technical deficiency under C4.3 a) b) c) or d), above.

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the

central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.

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

C4.5 Mediation

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.
- c) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator.
- c) Where the Central Parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- d) The Central Parties may refer multiple grievances to a single arbitrator.

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

C5.00 BENEFITS

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement ("ETFO represented employees").
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in

the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.

- c) Retirees who were previously represented by ETFO, and who were, and still are, members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.
- e) Eligibility is limited to long-term occasional and permanent Teachers.

C5.3 Funding

- a) All funding in section c) shall be subject to the following conditions:
 - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the

collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT's expense, within 30 days after their decision to make the change.

- ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
- iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.

b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.

c) The funding rate shall be increased for inflation as follows on the following dates:

- i. September 1, 2022: 1% (\$6,235.74)
- ii. September 1, 2023: 1% (\$6,298.10)
- iii. September 1, 2024: 1% (\$6,361.08)

- iv. September 1, 2025: 1% (\$6,424.69)
- v. August 31, 2026: 4% (\$6,681.68)

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 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 ELHT in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to

determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

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

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

- b) Where employee life, health and dental benefits coverage was previously provided by the boards for daily Occasional Teachers as term of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

C5.8 Payment in Lieu of Benefits

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

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

- a) All permanent Teachers, including Teachers who are on an

approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP,

WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.

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

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

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

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

Eleven (11) days less the number of sick leave days used in the most recent year worked.

- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The

top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

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

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

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

- i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to

one hundred and ninety-four (194) days in accordance with the allocation in (i) above.

- iii. Where the length of the Long-Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iv. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

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

C7.3 The Committee shall meet as agreed but a minimum of three (3)

times in each school year.

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

At the local level School Boards and locals shall meet regarding:

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

C9.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is

applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).

- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to provide payment for the Teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a Teacher must access Employment Insurance (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short term disability plan.

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

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

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

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled

to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Winter breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and

the STDLP.

- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

Gratuities, have been paid.

5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have ten (10) years of service with the board:

- i. Near North District School Board
- ii. Avon Maitland District School Board
- iii. Hamilton-Wentworth District School Board
- iv. Limestone District School Board

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.

2. Responsibility for payment for medical documents.

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

The parties recommend that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo until August 31, 2026. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term

amendment between local Parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*, as amended.

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Individual Education Plans

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

The Parties agree to recirculate the Final Report of the Support for Students Committee (June 2, 2021) established through Letter of Agreement #9 of ETFO's 2019-2022 Teacher/Occasional Teacher Central Agreement. The Crown will distribute the report to School

Boards within sixty (60) days following the date of ratification of the central terms.

A provincial committee will be established with representatives comprised of:

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

The purpose of the working group is to consider areas related to health

and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

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

Within sixty (60) days following the date of ratification of the central

terms, the Crown will recirculate the *Violent Incident Debriefing Training Module* to School Boards that employ teachers represented by ETFO.

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

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

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

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

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

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

Conduct and School Board Codes of Conduct.

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

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

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

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

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

ETFO OCCASIONAL TEACHERS – PART B: LOCAL TERMS

ARTICLE 1.0 PURPOSE

1.01 It is the purpose and intent of the parties to maintain harmonious relationships between the Board and each Occasional Teacher in the bargaining unit. It is the desire of the parties to set forth in this Agreement terms and conditions of the employment and to provide for the equitable settlement of all matters in dispute which may arise between the parties

ARTICLE 2.0 DEFINITIONS

2.01 Bargaining Unit: means every Part X.1 teacher who is an Occasional Teacher and who is on the Board's roster of Occasional Teachers who may be assigned to an elementary school.

2.02 Bargaining Agent: means the Elementary Teachers' Federation of Ontario.

2.03 Board: means the Superior Greenstone District School Board.

2.04 Occasional Teacher: means an "Occasional Teacher" as defined in Section 1.1 of the Education Act, R.S.O. 1990 Chap. E2 as amended [1997,c.31 s1(4)] employed by the Board to teach.

2.05 Daily Occasional Teacher: means an Occasional Teacher who is not a Long Term Occasional Teacher.

2.06 Long Term Occasional Teacher: means a teacher who is required to teach for a period of ten (10) or more consecutive

days as a substitute for the same teacher. There shall be no break in service to interrupt the count to an assignment becoming an LTO if the reason for the break was a result of a school closure or PA days, provided the Occasional Teacher returns to the same assignment they held prior to the break in service.

- 2.07 Probationary Occasional Teacher: means an Occasional Teacher with less than fifty (50) full-time equivalent days of work as an Occasional Teacher with the Board. An Occasional Teacher shall be on probation for up to fifty (50) full-time equivalent days of work as an Occasional Teacher and during such time shall not have access to the grievance and arbitration procedures in instances of discipline and/or discharge.
- 2.08 Occasional Teacher Roster: means a list of all teachers qualified to teach in Ontario who have been accepted by the Board to work as Occasional Teachers in its elementary schools.
- 2.09 Director: means the Director of Education and his/her designate.
- 2.10 ETFO: means the Elementary Teachers' Federation of Ontario.
- 2.11 Teacher: means a Part X.1 teacher, other than an Occasional Teacher, who is assigned to one or more elementary schools operated by the Board.
- 2.12 Elementary Teachers' Collective Agreement: means the Collective Agreement between ETFO (representing the elementary teachers) and the Board.

ARTICLE 3.0 RECOGNITION

- 3.01 The Board recognizes ETFO as the exclusive bargaining agent of all Occasional Teachers who may be assigned to an elementary school.
- 3.02 An Occasional Teacher is required to be a member in good standing with and holds a valid Certification of Qualification from the College of Teachers.
- 3.03 This Agreement is binding upon the Board and ETFO and upon the Occasional Teachers who may be assigned to an elementary school operated by the Board.
- 3.04 The Board recognizes the right of the ETFO to appoint the Bargaining Unit's Collective Bargaining Committee as the bargaining agent authorized to negotiate on behalf of the ETFO.
- 3.05 The Board recognizes the right of the Bargaining Unit to authorize the ETFO or 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.
- 3.06 The ETFO recognizes the right of the Board to authorize any other advisor, agent, counsel solicitor or duly authorized representatives to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

- 3.07 The Board shall permit the Union to inspect and make copies of minutes, at their expense, of all public meetings of the Board and its committees.
- 3.08 The Union shall notify the Board in writing of the names of its officers authorized by the Union to represent Occasional Teachers.

ARTICLE 4.0 MANAGEMENT FUNCTIONS

- 4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.
- 4.02 All rights not expressly granted to Occasional Teachers hereunder are reserved to the Board. The Board shall retain all other rights, privileges, and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement and relevant Acts and Regulations.

ARTICLE 5.0 NO STRIKE OR LOCKOUT

- 5.01 There shall be no strike or lockout during the currency of this Agreement. The terms “strike” and “lockout” shall bear the

meaning given to them in the *Labour Relations Act*, as amended.

ARTICLE 6.0 UNION DUES AND ASSESSMENTS

6.01 The Board shall deduct for every pay period in which an Occasional Teacher receives pay, union dues and assessments. Dues and assessment deducted in accordance with this Article shall be forwarded to the General Secretary at ETFO, within thirty (30) days of the dues being deducted. ETFO shall inform the Board, from time to time, of the amount of such dues and assessments.

6.02 The payment shall be accompanied by dues submission list showing the names, addresses, wages earned, dues and assessments deducted, and the number of days worked by each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information, the Board shall, where available. Provide the information in an electronic form. A copy of this information shall be sent to the Occasional Teachers' Local President within 30 days of dues being deducted.

ARTICLE 7.0 WAGES

7.01 The Board shall pay rates of remuneration in accordance with the following:

- a) Daily Occasional Teacher

An Occasional Teacher employer as a Casual Occasional Teacher who is certified to teach in the elementary schools in Ontario according to the Ontario Statutes shall be paid a per diem rate which includes four percent (4%) vacation pay calculated as follows:

Effective August 31st, 2012, 95.713% of 1/194th of Category A1 Minimum Salary of the salary grid set forth in the Board's most recent collective agreement for elementary teachers as it may be amended from time to time.

The rate of pay which shall include four percent vacation pay will be as follows:

Effective September 1st, 2024 the rate of pay is \$294.87.

Effective September 1st, 2025 the rate of pay is \$302.25.

In the event that the regular elementary teachers' collective agreement grid is adjusted upward in the future to achieve parity with the regular secondary teachers in the Category A1 Yr. 0 grid cell, the calculation of daily rate will be adjusted from 95.713% of 1/194th of Category A1 Yr. 0.

b) Long Term Occasional Teacher

A Long Term Occasional Teacher shall be paid a per diem rate equivalent to that of a teacher on the salary grid in the Elementary Teachers' Collective Agreement have the same qualifications and experience effective on the tenth (10th) consecutive day of teaching, retroactive to the first day of

the long term teaching assignment. The rate shall include four percent (4%) Vacation Pay and shall continue to be paid until the expiration of the assignment.

- c) Under extenuating circumstances, a Long Term Occasional Teacher may miss one of the ten (10) consecutive teaching days without pay and penalty upon permission of the principal for appointments booked prior to commencement of the assignment.
- d) If an Occasional teacher is reassigned by the Board into a new assignment from an assignment that lasts ten (10) consecutive days, the Occasional teacher shall be paid in accordance with ARTICLE 7.01 b) on the tenth consecutive day, retroactive to the first day of the original assignment and shall continue to be paid until the expiration of the assignment.

- 7.02 a) Teaching experience recognized for grid purposes will include successful teaching in a school under the jurisdiction of a Provincial Ministry of Education or the Federal Government or in a Canadian community college or university, provided the individual held a valid Canadian Teaching Certificate at the time the experience was gained.

Any and all teaching experience not covered above that was a result of a posting requiring an Ontario College of Teachers (OCT) certification of qualifications, or teaching qualifications that are recognized by the Ontario College of Teachers, may be considered. It is the incumbent's responsibility to provide

supporting documentation in accordance with the following:

i) Only Teaching experience that is provided within ninety (90) calendar days of hire may be recognized and;

ii) All Teaching experience shall be sent to the Manager, People & Culture at the same time for evaluation, once done it will not be re-evaluated and;

iii) No evaluating experience will be undertaken unless a teacher currently holds an LTO position with the SGDSB and;

iv) Teaching experience documentation shall be provided in the manner as prescribed by SGDSB.

b) Effective September 1, 2010, recognized teaching experience for initial placement on the salary grid, shall include the following:

i) All previous teaching experience combined with any long term occasional teaching experience (0.1 teaching experience for each 19 days of long-term occasional teaching experience) and daily occasional teaching experience completed with the Superior Greenstone District School Board only after September 1, 2009 (0.1 teaching experience granted for each 38 days of daily occasional teaching experience).

ii) When recognized teaching experience totals 50% or more of a school year, the total shall be rounded up to the next highest integer. No fractions of increments shall be awarded.

iii) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

It is the Teachers responsibility to track their experience and to provide to the Board acceptable documentation.

- 7.03 In determining a Long Term Occasional Teacher's category placement on the Salary Grid, the Board will be guided by the definitions set out in the Qualifications Evaluation Council of Ontario Programme in the Elementary Teachers' Collective Agreement.
- 7.04 A Teacher hired on a part-time basis who has taught 50% or more of a full-time assignment, shall be granted a full increment. For grid placement, the actual time worked will be accumulated at the end of each school year and when such a total includes a fraction of 50% or more the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.
- 7.05 A Teacher hired on a part-time basis who has taught 50% or more of a full-time assignment, shall be granted a full increment. For grid placement, the actual time worked will be accumulated at the end of each school year and when such total includes a fraction of 50% or more, the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.
- 7.06 An Occasional Teacher shall be paid either a half-day's pay or a full day's pay. An assignment scheduled for one-half day or led shall be compensated as a half-day's pay. An assignment scheduled in excess of one-half day shall be compensated at a full day's pay.

ARTICLE 8.0 METHOD OF PAYMENT WAGES

8.01 Subject to subsection 8.02, Occasional Teachers shall be paid by direct deposit as follows:

PAY DATE	PERIOD WORKED
September 30	September 1 – 15
October 15	September 16 – 30
October 31	October 1 – 15
November 15	October 16 – 31
November 30	November 1 – 15
December 15	November 16 - 30
January 15	December 1 – 31
January 31	January 1 – 15
February 15	January 16 - 31
February 28	February 1 – 15
March 15	February 16 – 28
March 31	March 1 – 15
April 15	March 16 – 31
April 30	April 1 – 15
May 15	April 16 – 30

May 31	May 1 – 15
June 15	May 16 – 31
June 30	June 1 – 15
July 15	June

8.02 Long Term Occasional Teachers who are required to teach for a period of forty (40) or more consecutive teaching days as a substitute for the same teacher shall be paid in accordance with Article 11.01 (Method of Payment of Salary) of the Elementary Teachers' Collective Agreement.

8.03 Each Occasional Teacher shall provide to the Board the name of the bank or trust company and the account number to which payment will be made by means of a direct deposit.

8.04 A statement of earnings indicating the number of days worked during the pay period shall be forwarded to the Occasional Teacher.

ARTICLE 9.0 OCCASIONAL TEACHER ROSTER

9.01 The Occasional Teacher Roster shall be broken down by elementary school and shall provide the following information for each Occasional Teacher: i) name, ii) permanent address, iii) e-mail address, iv) telephone number, v) subjects/divisions that the Occasional Teacher is qualified to teach, vi) preferred grade levels, and vii) availability.

- 9.02 The Board agrees to amend from time to time the composition of the Occasional Teacher Roster so that it reflects those actively seeking occasional teaching assignments.
- 9.03 The Board shall publish and provide the current Occasional Teacher Roster, including names, permanent addresses, e-mail addresses where available and schools requested to the Union Local President upon request.
- 9.04 Occasional Teachers shall notify the Human Resources Department of the Board as soon as Practicable, in writing, of any changes of permanent address, e-mail address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 9.05 Incumbents on the Occasional Teacher Roster shall advise the Manager of Human Resources if they wish to be excluded from the Occasional Teacher Roster or of any changes to the schools in which they are available to teach.
- 9.06 An Occasional Teacher who is included on the list shall be available for assignment of shall provide reasonable grounds for refusing such assignment.
- 9.07 It shall be the responsibility of all Occasional Teachers to provide the Board with a Qualifications Rating Statement and any supporting documents within sixty (60) days of being added to the Occasional Teacher List.

9.08 When filling a daily occasional teaching assignment, the Board shall endeavor to contact all qualified Occasional Teachers on the Occasional Teachers' Roster available for placement at that elementary school prior to filling the assignment with a teacher who is not on the list.

9.09 Occasional Teacher Roster

The Board will endeavor to assign daily occasional teaching assignments within each school on a rotational basis subject to the occasional teachers' qualifications, availability and preferences, and the operational requirements of the school.

A recording of such assignments and all calls made to fill assignments shall be kept in ATE. This recording of assignments shall be open to inspection by the Local president and/or sent to them upon request.

9.10 Then the Board has completed the requirements as described in ARTICLES 9.08 and 9.09 and no qualified occasional teacher currently on the Occasional Teacher Roster is available, the Board may assign an unqualified occasional instructor.

When filling a Long Term Occasional assignment, the Board shall forward to the Union President a copy of the Letter or Permission along with a copy of the LTO contract.

ARTICLE 10.0 WORKING CONDITIONS

10.01 Each teacher shall be entitled to a lunch break of forty (40)

consecutive minutes free from instruction and supervision duties.

- 10.02 The timetable for an occasional Teacher shall be the same as the timetable of the teacher who is being replaced.
- 10.03 Occasional Teachers shall not be required to communicate with students and/or parents via e-mail.
- 10.04 No Daily Occasional Teacher shall perform the duty of Teacher-in-Charge. Daily Occasional Teachers whose names appear on the Admin Relief List may be called to perform the role of Acting Principal. If in exceptional circumstances, a Daily Occasional Teacher who is also on the Admin Relief List is re-assigned into the role of Acting Principal, a new Daily Occasional Teacher will be assigned.
- 10.05 For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as 8 hours worked.
- 10.06 Daily Occasional Teachers who travel a distance of more than seventy-five (75) km one way to their assignment will be reimbursed for accommodation costs incurred either within the school community or in transit back to the member's home, for up to one hundred dollars (\$100) per night for the evening prior to the first day of the assignment and for up to the first (5) days of any and all assignments. Payments will be made upon submission of proof of the

expenses incurred as per the Board's guidelines.

- b) Where an occasional teacher who lives outside the Superior-Greenstone District School Board region is prevented from making the return travel home from their assigned school to Thunder Bay by any road closure, the Occasional Teacher shall be reimbursed for meal costs as per Board guidelines as well as any accommodation costs as per 10.06.

10.07a) Prior to the beginning of an assignment, Occasional Teachers shall be provided with relevant operational information, including, but not limited to;

- i) a map of the school
 - ii) a fire safety plan
 - iii) school emergency procedures plans
 - iv) a schedule identifying period times and an outline of the school day including operational procedures
 - v) a current class list and seating plan if available
 - vi) a list of students with health needs
 - vii) safety and/or behaviour plans for students
 - viii) any instructions or information required to ensure the safety of students
- b) The principal shall inform the Occasional Teacher of any health and safety information relevant to the

assignment of the Occasional Teacher which is not covered in a) and which does not breach the privacy of any student or staff member.

ARTICLE 11.0 BENEFITS (See Part A, C6 and LOA #6)

- 11.01 Benefit eligibility in accordance with this Article shall be granted only to Long Term Occasional Teachers who are required to teach for a period of forty (40) or more consecutive teaching days as substitute for the same teacher.
- 11.02 If the assignment is known in advance to exceed forty (40) consecutive days, benefit entitlement for Long Term Occasional Teachers will commence at the outset of the assignment.
- 11.03 If the assignment is not known to exceed forty (40) consecutive teaching days at the assignment, benefit entitlement for Long Term Occasional Teachers will commence of the forty-first (41st) day or as it becomes known that the assignment will exceed forty (40) consecutive teaching days.
- 11.04 Long Term Occasional Teachers with benefit eligibility shall be entitled to participate in the Medical Insurance and Dental Benefit plans as set out in Sub-clauses 5 and 6 of Article 25.07 (a) of the Elementary Teachers' Collective Agreement. The Board shall contribute one-hundred percent (100%) towards the premium cost of these benefits.

ARTICLE 12.0 LEAVES OF ABSENCE

12.01 Entitlement to Leaves of Absence in accordance with this Article shall be granted only to Long Term Occasional Teachers who are required to teach for a period of three (3) or more consecutive months as substitute for the same teacher, except for sick leave which shall accrue in accordance with Part A, C 7.

12.02 (a) Long Term Occasional Teachers accumulate sick leave credits and STLDP as set out in Part A C7.

At the end of the long term occasional teaching assignment, any outstanding sick leave credits will be carried forward as top days where the Long Term Occasional Teacher secures a permanent teaching position in the same assignment with no break in service.

(b) Sick leave credits accumulated by a Long Term Occasional Teacher shall be reduced by one (1) full-time equivalent day for each one (1) full-time equivalent day of absence due to illness or injury during the long term occasional teaching assignment. A Long Term Occasional Teacher shall, when required by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a registered medical or

dental practitioner.

12.03 Bereavement Leave

- a) A Long Term Occasional Teacher who has been hired into a Long Term teaching assignment for a period of three (3) or more consecutive months as substitute for the same teacher shall be permitted to be absent without loss of pay or benefits or of sick leave credits for a period of up to but not exceeding five (5) school days for death in the immediate family. When used herein, immediate family includes father, mother, father-in-law, mother-in-law, spouse (which includes common-law or same sex relationships), son, daughter, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, legal guardian, son-in-law, daughter-in-law. The first such day is to be taken within two days of the day of death.
- b) The Long Term Occasional Teacher may choose to split the days to attend to funeral proceedings (e.g. Celebration of Life) that do not occur at the time of death provided that all of the bereavement days fall within the Long Term Occasional assignment. For greater clarity, if the Long Term Occasional assignment ends before the Teacher is able to use such day, any such remaining bereavement days under 12.03(a) shall be forfeited.

12.04 Personal Leave Day

Each Long Term Occasional Teacher who is required to teach for a period of three (3) or more consecutive months as substitute for the same teacher shall be allowed one (1) personal leave day per each 3-month period of the long term teaching assignment to a maximum of three (3) days per year. The day is to be taken with the approval of the Principal.

12.05 Medical Quarantine

Absence without loss of salary, sick leave credits, benefits or experience shall be granted a long term occasional teacher for a period of quarantine, which declared by the Medical Officer of Health or designate.

12.06 Jury/Witness Duty

Absence without loss of salary, sick leave credits, benefits, or experience shall be granted a long term occasional teacher for Jury Duty, or when a subpoena is issued by court to an employee who is not a party to a court charge.

12.07 Adverse Weather Conditions

- a) Under adverse weather conditions a Long Term Occasional Teacher shall make an individual decision on the matter of whether it is safe to travel to work. A Long Term Occasional Teacher who is unable to reach

his/her school may, instead, travel to the nearest elementary school and perform the duties assigned by the Principal of that school.

- b) If a daily Occasional Teacher makes an individual decision to travel to work and they are unable to make it to any school, the occasional teacher absence shall not be considered a break in consecutive days as outlined in 2.06.
- c) Where a personal decision is made to remain at home, the Occasional Teacher shall report this decision to his/her Principal immediately and provide reason(s) thereof. In this case, the Occasional Teacher shall be granted a leave of absence without pay or may use his/her Personal Leave Day if it is available. Such leaves shall not be considered a break in experience or consecutive days as outlined in 2.06.

12.08 Road Closure

- a) Where a long term occasional teacher is prevented from travelling from his/her principal residence to his/her school by any road closure, the teacher shall suffer no loss in salary, benefits, experience, or sick leave and may be re-assigned at the Board's discretion for the duration of the road closure. For further clarification, this clause does not preclude an

occasional teacher from exercising their entitlements outlined in Articles 12.07 a) and c).

- b) Where a Daily Occasional Teacher is prevented from traveling from his/her principal residence to his/her school by any road closure, such absence shall not be considered a break in consecutive days as outlined in 2.06 for the duration of the road closure.

12.09 Approved Business

Absence without loss of salary, sick leave credits, benefits, seniority, teaching experience, or any other entitlements under this collective agreement shall be granted to a Long Term Occasional Teacher while on approved school or Board business.

12.10 Pregnancy and Parental Leave (See Part A, C 11.2)

- 12.10.01 Pregnancy and parental leaves shall be in accordance with the *Employment Standards Act*.
- 12.10.02 The Long term Occasional Teacher shall be eligible to remain in the Benefits Group. For the period of the leave in excess of the statutory portion of the leave the Teacher shall pay 100% of the premium costs

and shall not accumulate sick leave credits or teaching experience.

12.10.03 Subject to the approval of Canada Revenue Agency, the Board will pay the long term occasional teacher who qualifies for parental leave as outlined in the article the equivalent of 100% of the teacher's salary for the waiting period. Week's salary is calculated as follows: Annual Grid plus allowances divided by 194 days multiplied by 5.

12.10.04 For pregnancy leave only, if not eligible for E.I., the Member will be entitled to regular compensation from her sick leave bank, if requested, for a maximum of thirty (30) work days (or as otherwise determined by medical evidence).

ARTICLE 13.0 WORKPLACE SAFETY INSURANCE BENEFITS (WSIB) TOP-UP BENEFITS

13.01 Where a teacher is receiving WSIB benefits, that teacher is entitled to receive WSIB top-up to 100% of their salary for a maximum of four (4) years and six (6) months without deduction from sick leave.

13.02 A Teacher who was receiving WSIB top-up on September 1st, 2012 shall have the cap of four (4) years and six (6) months

reduced by length of time for which the employee received WSIB top-up prior to September 1st, 2012.

ARTICLE 14.0 SERVICES NOT REQUIRED and LATE CALLS

- 14.01 The Principal or designate shall give a minimum of one and one half (1.5) hours' notice of cancelation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without the one and one half (1.5) hours' notice, the Occasional Teacher shall be paid for one-half day and may be assigned duties by the Principal or designate for that one-half day.

ARTICLE 15.0 PROFESSIONAL ACTIVITY DAYS

- 15.01 The Board shall provide the information to the Union President about the professional development activities provided by the Board.
- 15.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 15.03 A Long Term Occasional Teacher will be paid for a Professional Activity Day that falls within that assignment and will be required to participate in the scheduled professional activity sessions.

- 15.04 A Daily Occasional Teacher may attend on voluntary basis and without pay, scheduled Professional Activity Days arranged by the Board. Request to attend shall be in writing or emailed to the Principal at least five (5) teaching days before the scheduled Professional Activity Day and shall be granted subject to the availability of space.
- 15.05 All Occasional Teachers on the Occasional Teacher Roster shall have the right to attend one (1) paid Professional Activity Day per year on such day as identified by the Board.
- 15.06 In the event that a Long Term Occasional Teacher's assignment terminated within five (5) school days before a scheduled Professional Activity Day, he or she shall be entitled to attend and be paid for the Professional Activity Day.
- 15.07 An Occasional Teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay and the request shall be granted, subject to the availability of space.
- 15.08 a) Each Long Term Occasional Teacher shall receive a minimum of 0.5 release from their instructional day to travel to professional development activities that require travel in excess of 400 kms round trip. Overnight accommodations and meal expenses will be

provided by the Board for Long Term Occasional Teachers who are required to travel in excess of 400 kms round trip for professional development.

- b) Between November 1st and March 31st, each Long Term Occasional Teacher shall receive a minimum of 0.5 release from their instructional day to travel to professional development activities that require travel in excess of 300 kms round trip. Overnight accommodations and meal expenses will be provided by the Board for Long Term Occasional Teachers who are required to travel in excess of 300 kms round trip for professional development.

15.09 For the purpose of professional development or any other travel a long term occasional teacher shall receive reimbursement for travel expenses as per Board Policy 307.

15.10 Long Term Occasional Teachers may make a request to their principal/vice-principal for permission to report to any elementary school on those PD days assigned for the writing of report cards. All such requests must be made 30 days prior to the PD days. Once approved by the Principal/vice-principal, it is the Long Term Occasional Teacher's responsibility to make all of the necessary arrangements to ensure that he/she is able to work from the alternate location. All costs incurred as a result of working from

alternate location will be borne by the Long Term Occasional Teacher.

ARTICLE 16.0 HEALTH AND SAFETY

- 16.01 Health and Safety shall be governed by the applicable provisions of the *Occasional Health and Safety Act*.
- 16.02 Training required by the Occupational Health and Safety Act shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the bargaining unit shall participate in the Joint Health and Safety Committee.

ARTICLE 17.0 MEDICAL PROCEDURES

- 17.01 No Occasional Teacher shall be required to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well being of the pupil or subject of the Occasional Teacher to risk of injury or liability for negligence. An Occasional Teacher shall respond to a medical emergency involving pupil(s) in a responsible manner. No Occasional Teacher shall be required to physically examine pupils for pediculosis.

ARTICLE 18.0 DISCRIMINATION / HARASSMENT

- 18.01 The parties agree to comply with their obligations under the *Ontario Human Rights Code*.

ARTICLE 19.0 LONG TERM OCCASIONAL TEACHER CLASSROOM EVALUATION

- 19.01 All evaluations as defined in this Agreement shall be conducted in accordance with the Board's Long Term Occasional Teacher Evaluation Process.
- 19.02 The Board shall provide, upon request, an Evaluation to a Long Term Occasional List, and whose Long Term Occasional assignment is known in advance to be one (1) year in duration.
- 19.03 The Board will endeavor to provide an evaluation under the Board's Long Term Occasional Teacher who is not on the Board's Long Term Occasional List.
- 19.04 a) Should a performance appraisal result in an unsatisfactory rating, the Principals or designate shall discuss the rating with the affected Occasional Teacher in the presence of the Union President or designate.
- b) Where any teacher evaluations has resulted in an unsatisfactory rating, the principal will meet with the

teacher as soon as is reasonably practicable to develop the improvised plan. The teacher shall be advised of their entitlement to the attendance of the Local President or designate prior to the meeting.

- 19.05 No member of a teacher's bargaining unit shall be required or requested to evaluate an ETFO Occasional Teacher's competence.

ARTICLE 20.0 PERSONNEL FILES

- 20.01 All Occasional Teachers shall have access to their personnel files maintained by the Board. Occasional Teachers shall have the right to make copies of any material contained in such file.
- 20.02 Occasional Teachers shall receive copies of any materials placed in their personnel files.
- 20.03 An Occasional Teacher who believes that a document in his/her personnel file contains inaccuracies or errors may append to the document a notice setting out the Occasional Teacher's corrections. There the Board agrees with the Occasional Teacher that a document removed from the file.
- 20.04 Letters of discipline shall be removed from an Occasional Teacher's personnel file following the two years of active employment during which no further discipline was received by the Occasional Teacher.

- 20.05 The Board shall ensure that all medical information is stored in a secure location and in a confidential manner. The Occasional Teacher shall have access to their file upon request.

ARTICLE 21.0 DEMOTION AND DISMISSAL

- 21.01 No non-probationary Occasional Teacher shall be disciplined or discharged without just cause. The employment of probationary Occasional Teachers may be terminated for any reason provided that the Board does not act in bad faith.
- 21.02
- a) Occasional Teachers who may be subject to discipline or discharge will be notified of the incident which may give rise to the discipline or discharge within 5 working days of the incident coming to the attention of the Board.
 - b) If a teacher is subject to discipline or discharge within the timelines specified in 21.02 a), the Board shall meet with the teacher as soon as is practical in the circumstances to provide the teacher with an opportunity to address the incident. The teacher shall be entitled to have union representation at any meeting with the principal and shall be advised of their entitlement prior to the meeting.

ARTICLE 22.0 JOB VACANCIES: ELEMENTARY TEACHING POSITIONS

- 22.01 All qualified Occasional Teacher applicants to Board-advertised teaching positions in its elementary schools shall be considered.
- 22.02 The Board agrees to post internal notices of vacancies in Long Term occasional positions known from the outset to be in excess of six (6) weeks which occur during the school year. Such posting shall be for five (5) days and a copy shall be provided to the Bargaining Unit President.
- 22.03 No Occasional Teacher shall be required to pay a fee to the Board in order to apply for an assignment.

ARTICLE 23.0 GRIEVANCE /ARBITRATION PROCEDURE

- 23.01 Definition:
- a) A “grievance” shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, between the Occasional Teacher, group of Occasional Teachers or the Union and the Board.
 - b) A “party” shall be defined as :
 - i) The Union;
 - ii) the Board.

- c) “Days” shall mean school days unless otherwise indicated.
- d) The “grievor” shall be defined as the party initiating the grievance.

23.02 Informal Stage

Prior to initiating a formal grievance, Occasional Teachers are encouraged to attempt to resolve the problem through informal discussion with their Principal.

23.03 Formal Stage

Step 1

- a) The Union, at the written request of an Occasional Teacher or group of Occasional Teachers desiring to submit a grievance and with the approval of the Union, shall commit the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and signed by the grievor(s) and/or the Union as the case may be and shall deliver the same simultaneously to the Principal within twenty (20) days from the time of the occurrence of the circumstances given rise to the grievance or when the Occasional Teacher ought reasonably to have become aware of the circumstances giving rise to the grievance under this

Collective Agreement.

- b) The Principal or designate, shall meet with the grievor(s) and the representative(s) within ten (10) days from the receipt of the grievance. The Principal or designate shall forward the written decision to the Union within five (5) days of such meeting.

Step 2

- a) Failing settlement at Step 1, the grievor(s) and/or the Union shall submit the grievance, in writing, to the Director or designate within five (5) days of receiving the decision at Step 1.
- b) The Director or designate shall meet with the grievor(s) and the Union representative(s) within ten (10) days from the receipt of the grievance. The Director or designate shall forward a written decision to the Union within five (5) days of such meeting.

Step 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) working days of receipt of the response as follows:

- a) Arbitration: When both parties agree, a grievance may be submitted to a single arbitrator. Notification shall be provided in writing to the other party indicating the

name of the arbitrator. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour Ontario upon the request of either party.

- b) Decision of the Arbitrator: An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon any Occasional Teacher(s) affected by it.
- c) Board of Arbitration: When either parties requests that a grievance be submitted to a Board of Arbitration, the request shall be conveyed in writing to the other party indicating the name of an appointee to the Arbitration Board. The recipient of the notice shall within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointed as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

- d) Decision of the Board of Arbitration: An Arbitration Board shall give a decision within thirty (30) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.
- e) Powers of the Board of Arbitration: An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the *Labour Relations Act*.
- f) Expenses of the Arbitration or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the Chair of the Arbitration Board.
- g) Policy Grievance: The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall not be filed where the subject matter of the grievance could have been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to the Union or the Director of Education and must be filed within twenty (20) days of

the occurrence of the circumstances giving rise to the grievance of when the Union of the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.

h) Grievance Mediation:

a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

b) The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.

i) Other:

a) All time limits herein for the grievance and arbitration procedure are mandatory and may be

extended only upon written consent of the parties.

- b) If the grievor or the Union fails to act within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievance will be considered abandoned. If the Board or its representatives fails to reply to a grievance within the time limits set out in any of the stages or steps of the grievance or arbitration procedure, the grievor may submit his/her grievance to the next step of the procedure.
- c) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- d) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
- e) There shall be no reprisals of any kind taken against any Occasional Teacher because of the grievance or arbitration procedure under this Agreement.

ARTICLE 24.0 FEDERATION BUSINESS

24.01 Absence without loss of salary, sick leave credits, benefits or experience shall be granted according to the following:

- a) At the request of the Local Executive, the Principal shall grant an Occasional Teacher a leave of absence to permit punctual attendance at ETFO workshops and meetings. Leave of absence granted under this section will not exceed in the aggregate, fifty (50) days during the school year.
- b) ETFO shall reimburse the Board for any replacement costs (occasional teachers' salary and benefits, CPP, EI, EHT, WSIB) incurred by the Board in granting the leaves.

ARTICLE 25.0 DURATION AND RENEWAL

25.01 The parties shall meet within fifteen (15) days from the giving of this notice to commence negotiations for the renewal of this Agreement.

25.02 The party giving notice of a desire to negotiate amendments shall furnish the other party with information concerning the nature of any amendments it seeks, at least five (5) days before negotiations commence.

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

Extra-Curricular Activities

The Board recognizes and appreciates the efforts of its Occasional Teachers in providing extra-curricular activities for students. The Board believes that extra-curricular activities should remain voluntary and has no intention to treat them otherwise.

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

Occasional Teacher Handbook

To assist Occasional teachers in their assigned duties the Board agrees to encourage each Principal to develop an Occasional Teacher's handbook for each school.

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

Safe and Healthy Environment

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.

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

Electronic Recordings and/or Video Surveillance

By October 31st, 2016, the Board undertakes to begin the process of implementing or modifying its policy regarding electronic recordings and video surveillance in the workplace. The Board agrees that ETFO Occasional will be consulted as part of the policy development/amendment.

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

Accommodation Plan

- a) The Board, the Union and the teacher will meet and work cooperatively when developing a Workplace Accommodation/Modified Return to Work Plan.

- b) A Teacher has the right to Union representation at any meeting where a return to work/accommodation program is being discussed with the Disability and Wellness Administrator.

LETTER OF AGREEMENT

BETWEEN

The Superior Greenstone District School Board

AND

ETFO SUPERIOR GREENSTONE OT LOCAL

**RE: Attendance Support, Ability Management, Health and Wellness
Program(s)**

The Board shall consult and consider input from the Local regarding the implementation and any revisions thereafter of an Attendance Support, Ability Management, Health and Wellness Program.

The Board shall inform teachers of their right to union representation at all meetings related to Attendance Support, Ability Management and Health and Wellness. Reasonable notice shall be given to ensure that all parties can be present.

ELEMENTARY OCCASIONAL TEACHERS
Of Superior Greenstone ETFO Occasional Teacher Local

2017-2026 Daily Occasional Rates

ETFO Occasional Teacher Rates

Effective February 3, 2017	242.02
Effective September 1, 2017	245.64
Effective September 1, 2018	248.10
Effective February 1, 2019	250.58
Effective August 31, 2019	251.84
Effective September 1, 2019	254.35
Effective September 1, 2020	256.90
Effective September 1, 2021	259.47
Effective September 1, 2024	294.87
Effective September 1, 2025	302.95

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

Investigative Meetings

When an investigation requires the cancellation of previously booked assignments the Occasional teacher shall be compensated at their daily rate.

This Letter of Understanding expires on August 31, 2026.

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

Self-Funded Leave of Absence

LTO's may request a self-funded absence of one (1) day for each fifty (50) day assignment worked or committed per year to attend to personal matters. A self-funded absence is one in which the cost of the Short-Term Occasional Teacher replacing the LTO shall be deducted from their bi-monthly pay. It is understood that teachers will provide appropriate plans for their replacement. Such leaves will not normally be granted the first week following the start of school, abutting school breaks, days needed to support student assessment periods and parent reporting, or the last week of school. Request for leaves are subject to approval by the Board and may not be taken in conjunction with any other unpaid leave.

This Letter of Understanding expires on August 31, 2026.

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

SERVICES NOT REQUIRED and LATE CALLS

The Principal or designate shall give a minimum of one and one half (1.5) hours notice of cancellation of any pre- arranged assignment. Should cancellation of a pre- arranged assignment occur without the one and one half (1.5) hours notice, the Occasional Teacher shall be paid for the length of the assignment they were originally booked for. The Occasional Teacher may be assigned duties by the Principal or designate.

This Letter of Understanding will replace Article 14.01 for the 2024-25 and 2025- 26 school years and expires on August 31, 2026.

For further clarity Article 14.01 will not be removed from the current CA.

COLLECTIVE AGREEMENT

Between the

THE SUPERIOR GREENSTONE DISTRICT SCHOOL BOARD

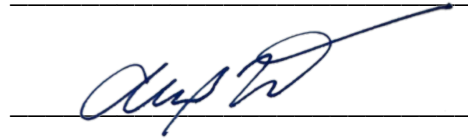
and

**ELEMENTARY TEACHERS' FEDERATION of ONTARIO, SUPERIOR
GREENSTONE OCCASIONAL TEACHERS' LOCAL**

Signatures

For the Union

For the Board



Denis Nault

Mark Butt

