

**SUPERIOR GREENSTONE DISTRICT SCHOOL BOARD**

**And**

**ELEMENTARY OCCASIONAL TEACHERS**

**Of Superior Greenstone ETFO Occasional Teacher Local**

**2019-2022 Collective Agreement**

**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, 2019 to August 31, 2022

# TABLE OF CONTENTS

## ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00	Structure AND CONTENT of Collective Agreement .....	7
C1.1	Separate Central and Local Terms.....	7
C1.2	Implementation.....	7
C1.4	Single Collective Agreement.....	7
C2.00	Definitions .....	8
C3.00	Length of Term/Notice to Bargain/Renewal .....	9
C3.1	Single Collective Agreement.....	9
C3.2	Term of Agreement .....	9
C3.3	Where Term Less Than Agreement Term.....	9
C3.4	Term of Letters of Understanding .....	9
C3.5	Amendment of Terms .....	9
C3.6	Notice to Bargain.....	10
C4.00	Central Grievance Process.....	10
C4.1	Definitions .....	10
C4.2	Central Dispute Resolution Committee.....	11
C4.3	The grievance shall specify:.....	12
C4.4	Referral to the Committee .....	12
C4.5	Mediation .....	13
C4.6	Arbitration .....	13
C5.00	Benefits .....	14
C5.1	ELHT Benefits.....	14
C5.2	Eligibility and Coverage .....	14
C5.3	Funding.....	15
C5.4	Full-Time Equivalent (FTE) and Employer Contributions .....	17

C5.5	Benefits Committee.....	18
C5.6	Privacy .....	18
C5.7	Benefits not provided by the ETFO ELHT .....	18
C5.8	Payment in Lieu of Benefits.....	19
C5.9	Long Term Disability (Employee-Paid Plans) .....	19
C6.00	Sick leave .....	20
C6.1	Sick Leave/Short Term Leave and Disability Plan .....	20
C7.00	central labour relations committee.....	25
C8.00	Ministry/school board initiatives .....	25
C9.00	DIAGNOSTIC ASSESSMENT .....	26
C10.00	STATUTORY LEAVES OF ABSENCE/SEB .....	27
C10.1	Family Medical Leave or Critical Illness Leave .....	27
	Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB).....	28
C10.2	Pregnancy Leave.....	29
c11.00	CLASS SIZE/STAFFING LEVELS .....	30
A.	Sick Leave Credit-Based Retirement Gratuities .....	31
B.	Other Retirement Gratuities .....	32
	LETTER OF AGREEMENT #1 .....	33
	LETTER OF AGREEMENT #4 .....	38
	LETTER OF AGREEMENT #5 .....	39
	LETTER OF AGREEMENT #8 .....	43
	LETTER OF AGREEMENT #9 .....	44

## **LOCAL TERMS**

ARTICLE 1.0	PURPOSE.....	64
ARTICLE 2.0	DEFINITIONS.....	64
ARTICLE 3.0	RECOGNITION.....	65
ARTICLE 4.0	MANAGEMENT FUNCTIONS.....	67
ARTICLE 5.0	NO STRIKE OR LOCKOUT.....	67
ARTICLE 6.0	UNION DUES AND ASSESSMENTS.....	67
ARTICLE 7.0	WAGES.....	68
ARTICLE 8.0	METHOD OF PAYMENT OF WAGES.....	72
ARTICLE 9.0	OCCASIONAL TEACHER ROSTER.....	73
ARTICLE 10.0	WORKING CONDITIONS.....	75
ARTICLE 11.0	BENEFITS.....	77
ARTICLE 12.0	LEAVES OF ABSENCE.....	78
ARTICLE 13.0	WORKPLACE SAFETY INSURANCE BENEFITS (WSIB) TOP-UP BENEFITS.....	83
ARTICLE 14.0	SERVICES NOT REQUIRED and LATE CALLS.....	84
ARTICLE 15.0	PROFESSIONAL ACTIVITY DAYS.....	84
ARTICLE 16.0	HEALTH AND SAFETY.....	86
ARTICLE 17.0	MEDICAL PROCEDURES.....	87

ARTICLE 18.0	DISCRIMINATION/HARASSMENT.....	87
ARTICLE 19.0	LONG TERM OCCASIONAL TEACHER CLASSROOM EVALUATION.....	87
ARTICLE 20.0	PERSONNEL FILES.....	88
ARTICLE 21.0	DEMOTION & DISMISSAL.....	89
ARTICLE 22.0	JOB VACANCIES; ELEMENTARY TEACHING POSITIONS.....	90
ARTICLE 23.0	GRIEVANCE/ARBITRATION PROCEDURE.....	90
ARTICLE 24.0	FEDERATION BUSINESS.....	96
ARTICLE 25.0	DURATION AND RENEWAL.....	97
	LETTERS OF UNDERSTANDING.....	99
	LETTER OF AGREEMENT.....	104
	ETFO OCCASIONAL TEACHER RATES.....	105

## **C1.00      STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT**

### **C1.1 Separate Central and Local Terms**

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

### **C1.4 Single Collective Agreement**

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

## **C2.00 DEFINITIONS**

- C2.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C2.2** The “Central Parties” shall be defined as the Employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the employee bargaining agent, the Elementary Teachers’ Federation of Ontario (ETFO) (each being a “Central Party”).
- C2.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.
- C2.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.



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

#### **C3.1 Single Collective Agreement**

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

#### **C3.2 Term of Agreement**

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

#### **C3.3 Where Term Less Than Agreement Term**

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

#### **C3.4 Term of Letters of Understanding**

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

#### **C3.5 Amendment of Terms**

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

### **C3.6 Notice to Bargain**

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

## **C4.00 CENTRAL GRIEVANCE PROCESS**

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

### **C4.1 Definitions**

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.

- b) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- c) For the purpose of the Central Grievance Process only “days” shall mean school days.

#### **C4.2 Central Dispute Resolution Committee**

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- c) The Central Parties shall each have the following rights:
  - i. To file a dispute as a grievance with the Committee.
  - ii. To engage in settlement discussions.
  - iii. To mutually settle a grievance in accordance with d)i. below.
  - iv. To withdraw a grievance.
  - v. To mutually agree to refer a grievance to the local grievance procedure.
  - vi. To mutually agree to voluntary mediation.
  - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
  - i. To give or withhold approval to any settlement by OPSBA.
  - ii. To participate in voluntary mediation.
  - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance

can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

**C4.3 The grievance shall specify:**

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

**C4.4 Referral to the Committee**

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- c) The Committee shall complete its review within ten (10) days of the grievance being filed.

- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the Central Parties.

#### **C4.5 Mediation**

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

#### **C4.6 Arbitration**

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

## **C5.00 BENEFITS**

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

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

### **C5.1 ELHT Benefits**

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

Post Participation Date, the following shall apply:

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

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement ("ETFO represented employees").
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the

trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.

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

### **C5.3 Funding**

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

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

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

b) Funding amounts for benefits maintenance or improvements:

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

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

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

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

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.



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

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup>.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO Trust in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.

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

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

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

### **C5.6 Privacy**

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

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

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

agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

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

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

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

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

an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

## **C6.00 SICK LEAVE**

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

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

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

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

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

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

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

**d) Eligibility and Allocation**

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts

their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.

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

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

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:  
  
Eleven (11) days less the number of sick leave days used in the most recent year worked.

- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

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

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

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

prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.

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

**g) Administration**

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability



related needs to assess workplace accommodation as necessary (omitting a diagnosis).

- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

## **C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

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

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

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

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

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

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

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

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

## **C9.00 DIAGNOSTIC ASSESSMENT**

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

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
  - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

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

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

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

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

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

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

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

## **C10.2      Pregnancy Leave**

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in

accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

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

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

## APPENDIX A – RETIREMENT GRATUITIES

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

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

- iii. Hamilton-Wentworth District School Board
- iv. Limestone District School Board

## **B. Other Retirement Gratuities**

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



# **LETTER OF AGREEMENT #1**

## **BETWEEN**

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

## **AND**

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

## **RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

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

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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



## **LETTER OF AGREEMENT #7**

### **BETWEEN**

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

### **AND**

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

### **RE: Status Quo Central Items**

#### Status quo central items

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

#### Issues:

- Student Supervision
- Central Issues as they affect Occasional Teacher Workload
- Formula for Daily Rate
- Staffing Levels (except as otherwise noted in this agreement)
- Teaching Principals and Vice-Principals

- Return to the Teacher Bargaining Unit
- Preparation Time (excluding scheduling)

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Class Size Data**

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Support for Students Committee**

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

Therefore, a provincial committee, with representatives comprised of:

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

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

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

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

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

**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

## **Historical Appendix of Central Terms – For Reference Only**

### **LETTER OF AGREEMENT #6**

#### **BETWEEN**

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

#### **AND**

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

#### **AND**

**The Crown**

#### **RE: Benefits**

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

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

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

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

### **1.0.0 PRINCIPLES**

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



affordable and sustainable benefits plan that is based on the funding available to the employee groups.

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 Employer representatives. The Board of Trustees will include among its members two independent experts, one representing the Employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the Employer representatives will be responsible for the appointment and termination of the Employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.

2.1.2 The appointed independent experts will:

- a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the School Boards and the Government;
- b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
- c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.

2.1.3 All voting requires a simple majority to carry.

2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the

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

### **3.0.0 ELIGIBILITY and COVERAGE**

3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.

3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

#### **4.0.0 FUNDING**

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

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

4.1.2 Upon the Board's participation date:

- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily Occasional Teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
- ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of

October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.

- iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

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

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

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

4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE

and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

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

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

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

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

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

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

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

4.2.1 The Government of Ontario will provide:

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

4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Board(s)” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards

upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers' and employees' premium share.

4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a) If available, the paid premiums or contributions or claims costs of each group; or
- b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

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



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

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

### **5.1.0 Shared Services**

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

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

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

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

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

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

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b) Fund claims stabilization or other reserves;
- c) Improve plan design;
- d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e) Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a) Use of existing claims stabilization funds;
- b) Increased member share premium;
- c) Change plan design;
- d) Cost containment tools;
- e) Reduced plan eligibility; and
- f) Cessation of benefits, other than life insurance benefits.

5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.

5.2.5 The Trust shall provide “trustee liability insurance” for all Trustees.

### **5.3.0 Accountability**

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial

evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

## **6.0.0      TRANSITION COMMITTEE**

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

## **7.0.0      PAYMENTS**

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

## **8.0.0      ENROLMENT**

8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to

all new Teachers/members within a reasonable amount of time from their acceptance of employment.

8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

8.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

8.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

### **9.0.0 ERRORS and OMISSIONS**

9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.

9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related

information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

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

### **10.0.0 CLAIMS SUPPORT**

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

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

### **11.0.0      PRIVACY**

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

## **APPENDIX A – HRIS File**

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

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

- g) list of all individuals currently covered for life benefits under the waiver premium provision
- h) member life benefit coverage information

## **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.
- 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 31<sup>st</sup>, 2012, 95.713% of 1/194<sup>th</sup> 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 1<sup>st</sup>, 2019 the rate of pay if \$254.35

Effective September 1<sup>st</sup>, 2020 the rate of pay if \$256.90

Effective September 1<sup>st</sup>, 2021 the rate of pay if \$259.47

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 1/194<sup>th</sup> 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 (10<sup>th</sup>) 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.

7.02a) Effective September 1<sup>st</sup>, 2020, teaching experience recognized for a grid purposes will include:

- i) permanent or long-term occasional 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, and
- ii) daily occasional teaching experience completed with the Superior Greenstone District School Board only after September 1, 2009, provided the individual held a valid Canadian Teaching Certificate at the time the experience was gained.

7.02b) Recognized teaching experience shall be calculated as follows:

- i) one (1) full year credit for any full-time assignment for a full school year.
- ii) 0.1 teaching experience for each 19 days of long term occasional teaching experience;

- iii) 0.1 teaching experience for each 38 days of daily occasional teaching experience;
- iv) Teaching experience as a continuing education teacher shall be recognized such that each five (5) hours of continuing education assignment shall be equivalent to one (1) day for time teaching.
- v) When recognized teaching experience totals 0.5 or more, the total shall be rounded up to the next highest integer. No fractions or increments shall be awarded.
- vi) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.
- vii) It is the Teacher's 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 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 less 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:

<b><u>PAY DATE</u></b>		<b><u>PERIOD WORKED</u></b>	
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, vi) 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 log book recording such assignments and all calls made to fill assignments shall be kept by the Principal or designate of the school. This log book shall be open to inspection by the Local president and/or sent to him/her 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.
- 10.06a) 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 (41<sup>st</sup>) 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 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 two (2) week 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 1<sup>st</sup>, 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 1<sup>st</sup>, 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 1<sup>st</sup> and March 31<sup>st</sup>, 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 one month 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 be

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 party 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.

Dated at Marathon Ontario, this 30 day of November, 2021

For the Board

Will [Signature]

Dennis N.

For the Union

[Signature]

\_\_\_\_\_

## 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 31<sup>st</sup>, 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**

#### **2017-2021 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