

# **COLLECTIVE AGREEMENT**

between

**ALGOMA DISTRICT SCHOOL BOARD**

(hereinafter referred to as “the Board”)

and

**ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO**

**Algoma Occasional Teacher Local**

(hereinafter referred to as “the Union”)

**September 1, 2019 to August 31, 2022**

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

### **C1.1 SEPARATE 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 (SLTDP)**

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 SLTDP allocation pro-rated. Teachers eligible to access SLTDP 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 SLTDP 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 SLTDP 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, SLTDP, 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 SLTDP 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 Elementary Teachers' Federation of Ontario  
(hereinafter called the 'ETFO')**

**AND**

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

**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 – PURPOSE**

- 1.1 It is the purpose and intent of the parties to set forth terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.
- 1.2 Any amendments to this Agreement shall be made only by mutual consent of the parties in writing.
- 1.3 Both parties shall be bound by appropriate legislation of Canada and the Province of Ontario.
- 1.4 Where legislative changes are made which directly affect any provisions of this agreement, upon request of either party, a meeting will be held to discuss clarification of the implications of legislative changes.
- 1.5 For the purposes of administering this Agreement, geographic areas of the Board shall be defined as any worksites within the geographic areas covered by the following predecessor school boards: Central Algoma, Chapleau, Hornepayne, Michipicoten, North Shore and Sault Ste. Marie.

### **ARTICLE 2 – RECOGNITION**

- 2.1 The employer, being the Algoma District School Board (hereinafter referred to as “the Board”), recognizes the Elementary Teachers’ Federation of Ontario (hereinafter referred to as “the Union”) as the bargaining agent authorized to negotiate on behalf of all Occasional Teachers employed by the Board in its elementary panel including persons who are not certified to teach but may be used by the Board pursuant to Regulation 298.

Part-time permanent or part-time probationary teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this agreement in respect of the portion relative to such occasional teaching employment.

- 2.2 All new Occasional Teachers shall join the Union and remain members in good standing.

### **ARTICLE 3 – DEFINITIONS**

- 3.1 “Occasional Teacher” shall mean an “occasional teacher” as defined in the Education Act and may include a person employed as an occasional teacher pursuant to Regulation 298.
- 3.2 Long-term Occasional Teacher: A long-term Occasional Teacher shall mean a teacher employed by the Board to teach for a period of ten (10) or more consecutive teaching days as a replacement for the same teacher.
  - a) If the regular teacher returns and again becomes unavailable during the period of ten (10) teaching days from the date of return, the same Long-Term Occasional Teacher will,

if available, be returned to the assignment and the assignment will be deemed to be uninterrupted.

- 3.3 Short-term Occasional Teacher: A Short-term Occasional Teacher shall mean an Occasional Teacher who is not a Long-term Occasional Teacher.
- 3.4 Uncertified Occasional Teacher Replacement: An “Uncertified Occasional Teacher Replacement” shall mean a person who does not hold a valid Ontario Teacher’s Certificate or equivalent standing who is employed by the Board in accordance with the Education Act and Regulation 298.

All such individuals shall, as a condition of employment, pay Union dues relative to any time worked under this collective agreement as an Uncertified Occasional Teacher Replacement and shall remain members of the Union in good standing for the duration of their employment under this collective agreement.

- 3.5 Where the context so requires, the singular shall include the plural and the masculine shall include the feminine.

3.6 Definitions of Communities

Community A – Sault Ste. Marie (including the following schools: Mountain View, Aweres)

Community B – Bruce Mines, Thessalon

Community C – Chapleau

Community D – Desbarats, Echo Bay, St. Joseph Island, Laird Central

Community E – Elliot Lake

Community F – Iron Bridge, Blind River, Serpent River, Spanish

Community G – Michipicoten

Community H – Hornepayne

- 3.7 Seniority shall be based on the first day worked in a classroom as an occasional elementary teacher after being placed on the active Occasional Teacher Roster. Where there is a tie, the seniority rank of the Occasional Teachers shall be determined by drawing lots in the presence of a Local representative.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 The Board retains the rights of management except as expressly limited by this Collective Agreement, including but not restricted to:
- a) the right to hire, assign, appoint, classify, transfer, suspend, layoff or discipline and discharge occasional teachers for just cause; and
  - b) the right to make, alter from time to time, and enforce practices and procedures, rules and regulations to be observed by occasional teachers; and
  - c) the right to determine, implement and evaluate the qualifications for the duties and responsibilities of positions; and

- d) the right to operate the schools in accordance with the Education Act of Ontario and the laws of Ontario and the right to require all occasional teachers to comply with same.

4.2 A meeting shall be held between the Occasional Teacher and a Board representative to discuss any matter that may result in discipline. The Occasional Teacher shall have the right to have the local President or designate at the meeting. Any such meeting held during the working day shall not result in any loss of pay.

#### **ARTICLE 5 – STRIKES AND LOCKOUT**

5.1 There shall be no strike or lockout during the term of this agreement. The terms “strike” and “lockout” shall be as defined by the Ontario Labour Relations Act.

#### **ARTICLE 6 – QUALIFICATIONS**

6.1 An Occasional Teacher is certified to teach if they hold appropriate documentation as determined by the Ontario College of Teachers and the Acts and Regulations.

#### **ARTICLE 7 – UNION DUES AND ASSESSMENTS**

7.1 The Board shall deduct for every pay period and for each member covered by this collective agreement, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the ETFO within thirty (30) days of the dues being deducted. The Union shall notify the Board from time to time, of the amount of such dues and assessments. Such notice shall be given to the Board, in writing, at least thirty (30) calendar days prior to the effective date of change.

- a) The payment shall be accompanied by the dues submission list showing the names, addresses, e-mail addresses (where available), wages earned, dues and assessments deducted and the number of days worked for each occasional teacher from whose wages the deductions have been made.

- b) The current address of ETFO is 136 Isabella Street, Toronto, Ontario, M4Y 0B5.

- c) The Union shall inform the Board of any changes in address for ETFO.

7.2 The member, the Bargaining Unit and ETFO as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of deductions authorized by ETFO and/or the Bargaining Unit.

#### **ARTICLE 8 – UNION REPRESENTATION**

8.1 The Union shall notify the Board of the names of persons elected to office in the Union and of persons authorized by the Union to represent occasional teachers on behalf of the Union.

8.2 The Board recognizes the right of the Union to select a Negotiating Committee from the bargaining unit plus provincial ETFO representation. The Board agrees to recognize said committee for negotiating purposes during the term of this agreement.

The Union recognizes the right of the Board to select a Negotiating Committee. The Union agrees to recognize said committee for negotiating purposes during the term of this agreement.

8.3 The Union shall notify the Board of the names of the members of its negotiating committee, in writing, prior to commencement of negotiations.

The Board shall notify the Union of the names of the members of its negotiating committee, in writing, prior to commencement of negotiations.

8.4 The Board recognizes the right of an occasional teacher to be represented by a Union representative at any disciplinary meeting.

8.5 The Board will provide the Union access to a bulletin board in each school for posting of Union business and information for members providing there is one available in a place not visible to students or the general public.

8.6 The Union shall be allowed to carry out Union business on the Board's premises outside of regular school hours subject to prior permission from the Principal of the school and the appropriate Superintendent of Education.

8.7 The Board shall grant the release for the Union President for Union Business up to one (1) FTE per school year. The President shall be paid release time at the applicable Long-Term Occasional rate for the number of days of leave requested. The Union shall reimburse the Board the cost.

8.8 In addition, the Board shall grant the Union up to thirty (30) days release for Union business. The Occasional Teacher shall be paid the short-term or long-term per diem rate that applies and the Union shall reimburse the board the cost.

8.9 Union release shall be treated in all respects as if it were time worked.

8.10 An Occasional Teacher who is a representative or designate to the Joint Health and Safety Committee shall be paid at the daily or Long-Term Occasional rate when called to work for the committee.

## **ARTICLE 9 – METHOD OF PAYMENT**

9.1 Occasional Teachers shall be paid on a bi-weekly pay schedule, as determined by the Board.

9.2 Where a payday falls on a statutory holiday, the Board shall pay Occasional Teachers on the last regular banking day prior to the statutory holiday.

- 9.3 In the event of an overpayment of salary, the parties agree that the amount of overpayment shall be repaid to the Board with a mutually acceptable schedule of repayment as arranged with the Board by the Occasional Teacher.
- 9.4 In the event of an underpayment of salary by the Board, the parties agree that the amount of underpayment shall be paid to the Occasional Teacher as soon as practical on the nearest regularly scheduled pay date.
- 9.5 The Board shall provide direct deposit of salary for all Occasional Teachers covered by this collective agreement to a bank or credit union within the jurisdictional area of the Board, according to the Occasional Teacher's choice. The onus shall be on the Occasional Teacher to provide the Board with the necessary banking information in a timely fashion in order that the Occasional Teacher may be paid.
- 9.6 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be accessible electronically.
- 9.7 The Record of Employment Certificates for Occasional Teachers shall be issued following the final pay.
- 9.8 For purposes of Employment Insurance, the number of insurable hours to be reported for Occasional Teachers shall be eight (8) hours per day.

**ARTICLE 10 – RATE OF PAY**

- 10.1 Short-term occasional teachers will be paid the following daily rates. All rates are subject to the fractions of the elementary Teacher Grid at A1 Step 0 outlined below:
  - a) Certified Short-Term Teachers:
    - Effective September 1, 2019 - \$250.11 – 1/187 of Elementary Teacher Grid at A1 Step 0
    - Effective September 1, 2020 - \$252.61 – 1/187 of Elementary Teacher Grid at A1 Step 0
    - Effective September 1, 2021 - \$255.14 – 1/187 of Elementary Teacher Grid at A1 Step 0
  - b) Uncertified Short-Term Teachers:
    - Effective September 1, 2019 - \$151.14 - 1/309.45 of Elementary Teacher Grid at A1 Step 0
    - Effective September 1, 2020 - \$152.65 - 1/309.45 of Elementary Teacher Grid at A1 Step 0
    - Effective September 1, 2021 - \$154.18 - 1/309.45 of Elementary Teacher Grid at A1 Step 0
  - c) Certified Short-Term Teachers without a degree:
    - Effective September 1, 2019 - \$189.61 - 1/246.67 of Elementary Teacher Grid at A1 Step 0
    - Effective September 1, 2020 - \$191.51 - 1/246.67 of Elementary Teacher Grid at A1 Step 0
    - Effective September 1, 2021 - \$193.42 - 1/246.67 of Elementary Teacher Grid at A1 Step 0
- 10.2 Qualified occasional teachers will, on the 10<sup>th</sup> consecutive day of continuous employment in a single assignment be paid, subject to Article 12 – Verification of Qualifications and Experience, in

accordance with the current salary grid of the Collective Agreement in effect between the Board and ETFO representing elementary teachers, retroactive to the first day of continuous employment, regardless of whether the assignment is full-time or part-time. The rate paid under L10.2 shall not be less than the rate paid under L10.1.

- 10.3 All wages outlined in 10.1 and 10.2 shall be deemed to include vacation pay and any statutory holiday pay.
- 10.4 Occasional teachers shall be paid for only those days upon which they are required to work by the Board.
- 10.5 Remuneration paid to occasional teachers will be prorated for assignments to positions on less than a full-time basis, but in no circumstances will a short-term occasional teacher be paid for less than one-half (1/2) day.
- 10.6 It is understood that one half of the school day is equal to 150 minutes of instructional time.
- 10.7 If an Occasional Teacher replaces a teacher who is assigned duties at two (2) or more locations on the same day, the Occasional Teacher is entitled to receive the travel allowance for the assignment. The appropriate kilometrage claim form and the eligible kilometrage will be provided electronically to all Occasional Teachers. The Occasional Teacher shall submit the Kilometre Claim form with the appropriate timesheet which corresponds to payroll dates. The parties agree to send out at the start of each school year to OTs a memo regarding Travel Allowance.
- 10.8 The Board shall give a minimum of two (2) hours' notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours' notice, or should an Occasional Teacher who is called for an assignment report to work to find their services are not required, the Board shall offer the Occasional Teacher an alternate vacant assignment (if one exists). The Occasional teacher may decline an alternate vacant assignment without penalty. If no alternate vacant assignment is available, or if the Occasional Teacher declines, the Occasional Teacher shall remain at the location at which the cancellation occurred and perform teaching duties as assigned by the Principal. An Occasional Teacher who either reports to an alternate vacant assignment or remains at the location at which the cancellation occurred shall be paid for the length of the modified assignment, but in no event for less than half a day. Should an administrator determine that the Occasional Teacher's services are not required, the Board shall pay the Occasional Teacher for a minimum half-day's pay in accordance with Article 10.

## **ARTICLE 11 – PROFESSIONAL ACTIVITY DAYS AND BOARD HOLIDAYS**

- 11.1 The Board shall provide information to the Union about the professional activities provided by the Board.
- 11.2 When a Professional Activity Day occurs in the midst of a Long-Term Occasional Teacher's assignment, the Long-Term Occasional Teacher shall participate for the full day and be paid for the full day, regardless of their Long-Term FTE, at the discretion of the Superintendent/Manager

of Human Resources. In any event, it is understood that the Long-Term Occasional Teacher shall attend and be paid at a minimum for the FTE of their assignment.

- 11.3 A Professional Activity Day during the qualifying period for a Long-Term Occasional assignment shall not interrupt the continuity of a long-term occasional teaching assignment.
- 11.4 When a Professional Activity Day occurs at the beginning or end of a Long-Term Teacher's assignment, the Board shall have full discretion whether the Long-Term Teacher works that day. Where a Long-Term Teacher is required to work on such day(s) the member shall be paid for the day(s).
- Notwithstanding the above, if a Short-Term Occasional Teacher is replacing a Teacher for nine (9) consecutive days and the tenth day falls on a Professional Activity Day, the Occasional Teacher shall attend the Professional Activity Day and the assignment shall be declared to be Long-Term.
- 11.5 Occasional Teachers shall not be paid for Board holidays, as designated on the Official School Year Calendar.
- A Board holiday will not be considered a break in service for a long-term occasional teaching assignment.
- 11.6 An Occasional Teacher shall, upon request, on a voluntary basis, without pay, have access to a school's In-Service Program with the permission of the Principal, and access to Board-wide Professional Activities with the permission of the Superintendent.
- 11.7 The Board will endeavour to provide information to the President of the Local about the Board sponsored workshops, courses, and curriculum meetings.

## **ARTICLE 12 – VERIFICATION OF QUALIFICATIONS AND EXPERIENCE**

### **12.1 Qualifications**

Long Term occasional teachers shall be paid based upon the following

- a) It shall be the responsibility of the occasional teacher to provide the Board with the QECO Evaluation and any supporting documents at the time of hiring or as soon as possible thereafter.
- b) The placement of members with long term occasional teaching assignments shall be determined in accordance with the current QECO Programme.
- c) The only QECO evaluation statements acceptable for verification of category placement are:
  - QECO Statements of Evaluation, or

- Student Evaluation Letters as described below when accompanied by a valid Certificate of Qualification from the Ontario College of Teachers for teaching credentials earned in Ontario, or
  - QECO Letters of Evaluation for Teachers on Interim Certificates of Qualification based on Teaching Credentials earned out of Province. Salary placement based upon this documentation will be effective for the duration of the long-term placement only, but not to exceed twelve (12) months from the date of appointment.
- d) QECO Student Evaluation Letters and Letters of Evaluation must state, “This Letter of Evaluation has the force of a Statement of Evaluation, when accompanied by a valid Certificate of Qualification from the Ontario College of Teachers”.
- e) The Board will recognize during any school year to January 31<sup>st</sup>, inclusive, or within five (5) months of the date of first appointment, should it be later than the beginning of the school year, the evaluation statement which makes the member eligible for higher salary retroactive to the beginning of the school year, or later date of first appointment, provided that the member has completed educational responsibilities and requirements for upgrading prior to September 30<sup>th</sup>.

If the verification of category placement documents for courses completed prior to September 30<sup>th</sup>, are provided after January 31<sup>st</sup>, any salary adjustment will be effective the month following verification.

- f) A member once placed on the grid in the member’s salary category will be paid at that category whether or not the member is teaching the subject(s) making the member eligible for that category.

## 12.2 Experience

- a) Previous full-time teaching experience as a certified teacher in or outside of Ontario in elementary or secondary schools will be recognized at a one to one ratio to June 30<sup>th</sup> of the preceding school year.
- b) For part-time or occasional teaching experience as a certified teacher with this Board or any other School Board, the Board will recognize, up to June 30<sup>th</sup> of the preceding year, one month of experience as the number of instructional days plus the number of Professional Activity days designated by the Ministry of Education divided by ten. Part-time assignments will be prorated. If an Occasional Teacher completes a yearlong Long-Term Occasional position, it is recognized as a full year of experience credit.
- c) Recognition of experience shall not have the effect of a total salary for any member that would pierce the maximum annual salary for the appropriate category level or grid.
- d) Proof of all teaching experience must be certified by the Board with which the experience was gained and be submitted in a manner acceptable to the Algoma District School Board.



## ARTICLE 13 – OCCASIONAL TEACHER ROSTER

### 13.1 Occasional Teacher Roster

- a) The Occasional Teacher Roster shall include the following information for each occasional teacher:
  - Occasional teacher's full name;
  - Date of hire to the Roster;
  - A summary of the occasional teacher's teaching experience;
- b) The Board shall post the Occasional Teacher Roster on its Staff Portal and ensure that occasional teacher experience and seniority rankings are updated by September 1<sup>st</sup>.
- c) An Occasional Teacher must be qualified to teach in Ontario and be registered with the Ontario College of Teachers to be eligible for inclusion on the Occasional Teacher Roster. An Occasional Teacher is certified to teach if they hold appropriate documentation as determined by the Ontario College of Teachers and the Acts and Regulations.
- d) By January 31<sup>st</sup> and June 30<sup>th</sup> of each year, the Board shall forward to the Local President a summary of all daily Occasional Teacher assignments filled by persons not on the Occasional Teacher roster, including uncertified Occasional Teacher replacements.

13.2 The Board will employ only certified Occasional Teachers to replace teachers who are absent, unless no certified Occasional Teacher is available.

Only those Occasional Teachers whose names are on the Roster shall be called for occasional assignments provided they have the necessary qualifications.

13.3 The Board shall have the right to add to the Occasional Teacher Roster and provide ETFO with monthly updated lists.

13.4 The Roster shall be divided according to communities.

On a monthly basis, the Board shall provide the Local President with an updated copy of the Occasional Teacher Roster and the following information:

- Name;
- Telephone and personal email contact information;
- Subject/division/grades that the Occasional Teacher is qualified to teach;
- Communities in which the Occasional Teacher is available; and
- Special time considerations relevant to the Occasional Teacher's availability.

The Occasional Teacher, Bargaining Unit, and ETFO, as the case may be shall indemnify and save the Board harmless from any and all complaints, claims, suits, attachments and any form of liability associated with release of such information to the Union.

- 13.5 The Board will maintain an online renewal form that will be completed by Occasional Teachers to confirm their desire to remain on the Occasional Teacher Roster for the following school year and of the communities in which they will be available. It shall be the responsibility of each occasional teacher to complete the online renewal form by May 31<sup>st</sup> of each year.
- 13.6 It shall be the responsibility of each occasional teacher to notify, in writing, the appropriate Superintendent of any changes to the occasional teacher's address, email address (where available), and telephone number and to ensure that the Board has on file, at all times, their current address and telephone number.
- 13.7 It shall be the responsibility of each occasional teacher to notify, in writing, the appropriate Superintendent of any changes to the occasional teacher's qualifications and to provide documentation thereof.
- 13.8 Removal from the Occasional Teacher Roster
- a) An occasional teacher's name shall be removed from the Roster for the following reasons:
    - i) the occasional teacher asks, in writing, to have their name removed from the Roster;
    - ii) the occasional teacher continually refuses assignments or is continually not available or cannot be reached because the contact information has not been updated by the teacher; wherever possible, prior to a teacher's name being removed from the Roster, a meeting will be held with the teacher and Union representation to discuss the circumstances;
    - iii) the occasional teacher fails to submit notice, using the online renewal form, by May 31<sup>st</sup>, of their intent to be available for the following school year;
    - iv) the occasional teacher is removed for Just Cause.
  - b) The Board shall provide to the Occasional Teacher written notification of their removal from the Roster, with a copy to the Local President, within ten (10) school days of the decision being made.
- 13.9 With the approval of the appropriate Superintendent an occasional teacher may be granted a leave of absence from the Algoma District School Board list(s) to accept a Long-term Occasional assignment with another Board.
- 13.10 By October 31<sup>st</sup>, of each school year, upon the request of the Union, the Board shall provide the Algoma Occasional Teacher Local a report of the number of contract positions filled by Algoma Occasional Teacher members from September 1 to August 31<sup>st</sup> of the previous school year.

#### **ARTICLE 14 – CALLING OF SHORT-TERM OCCASIONAL TEACHERS**

- 14.1 An occasional teacher shall indicate on the form they submit each May, the community(ies) in which the occasional teacher will be available to work.

14.2 In all communities, the Board will call occasional teachers having regard to the qualifications of the occasional teacher.

14.3 Call Out Procedures

- a) The Board shall maintain call-out lists from the Occasional Teacher Roster for each of the following geographic locations:

Community A – Sault Ste. Marie (including the following schools: Mountain View, Aweres)

Community B – Bruce Mines, Thessalon

Community C – Chapleau

Community D – Desbarats, Echo Bay, St. Joseph Island, Laird Central

Community E – Elliot Lake

Community F – Iron Bridge, Blind River, Serpent River, Spanish

Community G – Michipicoten

Community H – Hornepayne

- b) Assignments for short-term occasional teachers will be filled using the automated callout system. When filling an assignment, the automated callout system will first call the occasional teacher who was offered work furthest in the past, continuing in order toward the occasional teacher who was offered work most recently. The Board and the Union may mutually agree to any changes to the algorithm for call-out of Occasional Teachers. The parties agree that if a teacher is called out for an assignment that is more than fifty (50) kilometres away, the teacher will not be penalized for refusing the call.
- c) Each September, the first offer of work will be offered to the Occasional Teacher who had an offer of work furthest in the past as of June 30<sup>th</sup> of the previous school year.
- d) The parties agree that the Local President, or designate, shall be provided with daily reports from Apply to Education through administrative access. These daily reports shall include, but not be limited to:
- i. Contact Strategy for filling vacancies;
  - ii. Available assignments;
  - iii. Absence list;
  - iv. Absence details (including job codes, location, status);
  - v. Employee details;
  - vi. Replacement details;
  - vii. Assignments filled with ATE's Manual Fill function.

The parties agree that the Local President, or designate, shall be provided with monthly reports from ATE including, but not limited to:

- viii. Call logs;
- ix. Call times;
- x. Job number;
- xi. School;

- xii. Absentee Teacher replaced;
- xiii. Subject or program details of the assignment;
- xiv. Start and end times for the assignment;
- xv. Name of Occasional Teacher who has picked up the assignment;
- xvi. Date and time the assignment was created;
- xvii. Date and time the Occasional Teacher was contacted for the assignment;
- xviii. Method of contact;
- xix. Result of contact;
- xx. Status of the assignment.

#### 14.4 Recurring Absence Assignment

Notwithstanding Article 14.2 the parties agree for consistency in the classroom to accommodate recurring absences.

Recurring absences shall be defined as absences which will have a direct impact on student learning. Such repeated absences within the school year will be predetermined and approved by the Superintendent of Education.

The Board will post to the Occasional Teacher Roster.

Occasional Teachers will be selected based on seniority and qualifications. An Occasional Teacher will be limited to one recurring absence assignment per school year.

The Board will track the usage of recurring absences and make a report to the Union each January.

### **ARTICLE 15 – TEACHING ASSIGNMENTS**

#### 15.1

- a) The Board shall establish and maintain a Long-term Occasional Teacher List.
- b) An Occasional Teacher may apply to be placed on the Long-Term Occasional Teacher List if the Teacher has been on the Occasional Teacher Roster for at least ten (10) months and has taught in one or more schools of the Board for at least twenty (20) full days during that ten (10) month period and has received three (3) successful Occasional Teacher evaluations from three (3) different Principals/Vice-Principals, wherever possible.
- c) The Board shall post the Long-Term Occasional Teacher List on its Staff Portal and ensure that Occasional Teacher experience and seniority rankings are updated by September 1<sup>st</sup>.

15.2 A copy of the notice of vacancy will be sent to each elementary school for posting.

15.3 Should there be no qualified candidates on the Occasional Teachers' list willing to accept such a position, the Board may advertise externally.

15.4 Short-term Occasional Teaching positions which become Long-term Occasional Teaching positions shall be considered as job vacancies for the purpose of this Article.

15.5 Contract Teaching Positions

The Board shall review and consider but not be limited to occasional teachers who have applied for regular probationary teaching assignments in the elementary panel.

15.6 Partial Permanent Teaching Positions

A permanent teacher employed at less than 1.0 FTE with the Algoma District School Board shall remain as an Occasional Teacher on the Roster and can accept partial Long-Term Occasional positions as long as the assignment(s) do not conflict with the teacher's permanent schedule and are not higher than a full 1.0 FTE. A permanent teacher employed at less than 1.0 FTE entitlement may also accept short-term occasional positions as long as the assignment(s) do not conflict with the teacher's permanent schedule and are not higher than a full 1.0 FTE on the day the position is accepted.

15.7 A permanent teacher employed at less than 1.0 FTE with the Algoma District School Board or any other board shall remain on the Occasional Teacher Roster only if the teacher's timetable would allow them the availability to teach for at least one (1) full day or two (2) half days per week, or the permanent teacher will be removed from the Occasional Teacher Roster.

## **ARTICLE 16 – PREGNANCY AND PARENTAL LEAVE**

Refer to Article C10.2 for applicable Supplemental Employee Benefit (SEB) language.

16.1 An occasional teacher is entitled to an unpaid Pregnancy or Parental Leave of absence as provided for in the Employment Standards Act.

## **ARTICLE 17 – BEREAVEMENT LEAVE**

17.1 Bereavement Leave

a) Bereavement leave shall be granted without loss of pay or sick leave credits to long-term occasional teachers for the following:

i. For the funeral of a long-term occasional teacher's father, mother, brother, sister, spouse, common law or same sex partner, child, guardian, mother-in-law, father-in-law, grandparent of employee or spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild.

b) Bereavement leave for those situations covered under this Article will be provided as follows:

i. Within a distance of one hundred and fifty (150) km of the long-term occasional teacher's principal residence – to a maximum of three (3) working days.

Notwithstanding the above, when a death occurs in a long-term occasional teacher's immediate family (father, mother, brother, sister, spouse, common law, or same sex partner, child, guardian, mother-in-law, father-in-law), the long-term occasional teacher may be granted an additional two (2) days upon request to the Superintendent.

- ii. For greater distances – to a maximum of five (5) working days.
- c) For attendance at a memorial service or internment that could be held at a later date, the employee may elect to use all or part of their bereavement days.

#### **ARTICLE 18 – EDUCATIONAL EXAMINATION LEAVE**

18.1 On application through the Principal, a long-term occasional teacher shall be granted a leave of absence for one (1) day per school year for the purpose of the writing of an educational examination that provides for the advancement of the long-term occasional teacher's academic or professional qualifications and education. Such leave of absence shall be with no loss of pay and shall be for the day of the examination only.

#### **ARTICLE 19 – COURT ATTENDANCE/JURY DUTY LEAVE**

19.1

- a) A long-term occasional teacher required by subpoena to appear as a witness in a court case shall be granted a leave of absence with pay and no loss to sick leave.
- b) A long-term occasional teacher who is subpoenaed to appear as a witness in a court case and who is a party to the action will be granted a leave of absence without pay.

19.2

- a) A long-term occasional teacher required to serve on a jury shall be granted a leave of absence with pay and no loss to sick leave for the period requested by the court.
- b) All pay, excluding travel, meal and accommodation expenses received from the court for such appearances shall be returned to the Board.

#### **ARTICLE 20 – POST-SECONDARY GRADUATION LEAVE**

20.1 Post-secondary graduation leave will be granted to a long-term occasional teacher with no loss of pay to attend the long-term occasional teacher's convocation from a certified and recognized post-secondary institution, upon application to the Manager of Human Resources. Such leave shall be for the day of the graduation only and shall be limited to one day.

#### **ARTICLE 21 – VOLUNTARY LEAVE OF ABSENCE**

21.1 An Occasional Teacher, upon written request to the appropriate Superintendent/Manager of Human Resources, may be granted a leave of absence for one (1) school year or part of a school

year. At the conclusion of the leave, the member shall be returned to their relative position on the Occasional Teacher Roster.

- 21.2 Any teacher wishing to return to the Occasional Teacher Roster following a leave of absence shall request to do so in writing by email to the Superintendent/Manager of Human Resources before the termination of the leave or the teacher will be deemed to have resigned from the Board's employ and will be removed from the Occasional Teacher Roster.
- 21.3 In the event that an Occasional Teacher's request for a leave of absence is denied, at the request of the Occasional Teacher a meeting shall be held between the Occasional Teacher and a Board representative, for the purpose of providing rationale for the decision. The Occasional Teacher shall have an opportunity at the meeting to present an appeal of the decision. The Occasional Teacher may request Union representation at the meeting.

## **ARTICLE 22 – SICK LEAVE**

Refer to Article C6.00 for applicable Sick Leave language.

- 22.1 A long-term occasional teacher shall be granted two (2) days sick leave credit for every twenty (20) teaching days for the portion of long-term occasional assignment which occurs after sixty (60) teaching days in the same long-term occasional assignment. For sick days that occur prior to the eighty (80) day period, the teacher may draw on the unused portion of the available days retroactively within the current school year.
- 22.2 Sick leave shall not be accumulated from assignment to assignment unless the next long-term assignment occurs within five (5) days of the previous long-term assignment.
- 22.3 The purpose of sick leave shall be for absences related to a long-term occasional teacher's illness or dental condition(s).
- 22.4 The sick leave credits shall be reduced by one day for each day of absence. A fraction of a day used shall be taken to the next higher half day.
- 22.5 No sick leave days will be credited to long-term occasional teachers on leave of absence, or on strike or lockout or withdrawal of services.
- 22.6 A part-time long-term occasional teacher shall receive and be deducted for sick days on a pro rata basis in accordance with their teaching assignment.
- 22.7 All medical absences which exceed five (5) consecutive school days may require documentation acceptable to the Board upon return.
- 22.8 The Board, at their expense, reserves the right to require a long-term occasional teacher to obtain a certificate from a doctor named by the Board regardless of the duration of the illness.

## **ARTICLE 23 – BENEFITS**

Refer to Article C5.00 for applicable Benefits language.

## ARTICLE 24 – WORKING CONDITIONS

- 24.1 The timetable for an Occasional Teacher shall be the same as the timetable of the teacher who is being replaced.
- 24.2 On the first day of an assignment, an Occasional Teacher shall not be required to perform before school supervision duty or bus duty. The duty shall be rescheduled during the day.
- 24.3 The Board shall provide each occasional teacher with an uninterrupted period for lunch, free from duty and travel, of at least forty (40) minutes per day.
- 24.4 The school shall provide the following in-school information to Occasional Teachers: a timetable for the Occasional Teacher's assignment (including supervision periods); an up-to-date class list; a copy of the school's Code of Conduct. In addition, the Occasional Teacher shall be provided with information pertaining to students with serious medical or behavioural issues, and/or other environmental issues at the school which could impact the Occasional Teacher's health and safety.
- 24.5 An Occasional Teacher who is assigned duties at two or more locations on the same day shall be provided with adequate time to travel between the locations.
- 24.6 An Occasional Teacher who is required to travel between schools as part of their occasional assignment shall be paid for such travel according to Board policy.
- 24.7 An Occasional Teacher who is called for an assignment who reports to work and finds that their services are not required shall be paid a half-day's pay for reporting for duty.
- 24.8 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided they arrive within a reasonable time of receiving such a late request.
- 24.9 In the event of an emergency closure of a school or early dismissal for weather-related reasons, an Occasional Teacher on assignment in the school, shall be paid as follows:
- a) If the closure or dismissal occurs prior to the lunch break, the Occasional Teacher shall receive one-half (1/2) day's pay;
  - b) If the closure or dismissal occurs after the lunch break, the Occasional Teacher shall receive one (1) full day's pay.
  - c) Notwithstanding the above, Occasional Teachers shall be required to remain at the school as required by the Principal.
- 24.10 It is understood that the assessment and evaluation of students is an on-going process. If the Board requests that a LTO teacher assist with further completion of report cards due to an inconvenient end date of the LTO assignment, the LTO teacher shall be paid at the rate of pay for the LTO assignment for the day required.



- 24.11 A newly hired Occasional Teacher will serve a probationary period of fifteen (15) days of occasional teaching. The probationary period must be completed within two (2) years from the date of hire.
- 24.12 The Board agrees to provide Occasional Teachers with access to computers in the schools for instructional purposes and/or to access the Employee Portal.
- 24.13 The Labour-Management committee shall consist of three (3) union representatives and up to three (3) Board representatives and will meet a minimum of two (2) times each school year and at the request of either party to discuss issues of concern identified by either party.
- 24.14 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.
- 24.15 In the event of severe weather conditions which results in the cancellation of buses, Occasional Teachers will be expected to make a reasonable effort to report to work. If an Occasional Teacher in the affected areas of cancellation is unable to report to work because of weather conditions, they will notify their immediate supervisor as soon as possible. It is expected that the Occasional Teacher will continue to make reasonable efforts throughout the day to report to the work site or to an alternate work site. There will be no loss of pay or sick leave provided the Occasional Teacher has complied with the requirements of the foregoing.
- 24.16 A Long-term Occasional Teacher who has been reassigned or is no longer able to access employment pending the outcome of an investigation shall be paid regular earnings during the investigation period for the original duration of the long-term occasional assignment.

## **ARTICLE 25 – MEDICAL PROCEDURES**

- 25.1 It shall not be the duty of an Occasional Teacher to undertake any medical procedures for any pupils.

## **ARTICLE 26 – EVALUATIONS**

- 26.1 Only supervisory officers, elementary principals and vice-principals shall evaluate an occasional teacher's competence.
- 26.2 All evaluations shall be completed on the Occasional Teacher evaluation form. The form will be shared with the Local Union President.
- 26.3 An Occasional Teacher can request an evaluation. The Occasional Teacher and the evaluator shall agree upon when the evaluation will take place.
- 26.4 It is understood that a Long-Term Occasional Teacher may participate in the New Teacher Induction Program as per the prescribed legislation. The Board shall provide information about the New Teacher Induction Program to Long-Term Occasional Teachers.

## **ARTICLE 27 – RESIGNATION FROM EMPLOYMENT**

27.1

- a) A teacher on the Occasional Teacher Roster shall be required to provide the Board, through the appropriate Superintendent/Manager of Human Resources, with two (2) weeks written notice of the Occasional Teacher's intent to resign.
- b) An Occasional Teacher who signs a full-time permanent teacher contract will be required to resign from the Roster, upon written email notice to the appropriate Superintendent/Manager of Human Resources, within two (2) school days.

27.2 Notwithstanding the above, an Occasional Teacher employed in a long-term occasional position shall be required to provide the Board with four (4) weeks written notice of the Occasional Teacher's intent to resign.

27.3 Nothing herein prevents an Occasional Teacher and the Board from mutually agreeing to the Occasional Teacher's resignation at any time.

## **ARTICLE 28 – ACCESS TO INFORMATION**

28.1 An Occasional Teacher will have access to their own personnel file upon request during normal office hours and in the presence of a Board designated representative.

28.2 The Occasional Teacher will have the right to make copies of any material contained in such file or an Occasional Teacher may designate in writing, an Occasional Teacher from the Bargaining Unit to view or copy the file on behalf of the Occasional Teacher.

28.3 The member may be charged reasonable costs for said copies at the discretion of the Manager of Human Resources.

28.4 The Occasional Teacher may be accompanied by one other person who shall have access to the information contained in the file. Where an Occasional Teacher authorizes in writing access to their personnel file by the Union acting on the member's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

28.5 Nothing adverse shall be inserted into an Occasional Teacher's personnel file prior to copies being sent to the Occasional Teacher by registered mail. The Occasional Teacher has the right to request removal of adverse materials from their file. In the event that the Board does not approve the removal of adverse materials on their request, the Occasional Teacher may insert a statement of objection into the file.

28.6 The Board has the right to refuse frivolous or vexatious requests with respect to access.

28.7 The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt.

## **ARTICLE 29 – CORRESPONDENCE**

29.1 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.

## **ARTICLE 30 – COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION**

30.1 An electronic copy of this Collective Agreement will be available on the Board website within ninety (90) days of the signing of the Agreement. In addition, fifty (50) copies of this agreement shall be provided to the Local President and one (1) copy will be distributed to each worksite with shared expense between the Board and the Union.

## **ARTICLE 31 – GRIEVANCE AND ARBITRATION**

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

### General

31.1 A grievance shall be defined as a matter arising from the interpretation, administration, or alleged contravention of this Agreement.

31.2 For the purpose of this Article, participation by teleconference shall be deemed to constitute attendance at a meeting.

### 31.3 Individual Grievance

#### a) Informal Step

- i) If an Occasional Teacher(s) feels there has been a contravention of the collective agreement, the Occasional Teacher(s) shall first seek remedy through an informal meeting with the principal or immediate supervisor. The Occasional Teacher(s) may have Bargaining Unit representation present at said meeting, should the Occasional Teacher so desire.
- ii) The Occasional Teacher must discuss the alleged contravention with the principal or immediate supervisor within fifteen (15) school days of the alleged contravention.

#### b) Step 1

- i) If the informal discussion does not result in a resolution, the Bargaining Unit, on behalf of the Occasional Teacher(s) may file a written grievance with the appropriate Superintendent of Education (with a copy to the principal or immediate supervisor and the Manager of Human Resources) within ten (10) school days of the informal meeting with the principal or immediate supervisor.

- ii) Such written grievance shall contain:
    - a) a description of how the alleged dispute is in violation of the collective agreement including the relevant Article number(s); and
    - b) a statement of the fact(s) to support such a grievance; and
    - c) the relief sought; and
    - d) the signature of the duly authorized official of the Bargaining Unit and the Occasional Teacher(s) concerned.
  - iii) The Superintendent or designate shall respond in writing to the grievance within ten (10) school days.
- c) Step 2
- i) If the grievance is not resolved at Step 1, the Bargaining Unit may, within ten (10) school days from the date of receipt of the reply of the Superintendent or designate, submit the grievance to the Director.
  - ii) The Bargaining Unit shall be notified in writing of the answer of the Director within ten (10) school days from the date of the receipt of the grievance at Step 2.
  - iii) If the reply of the Director is unacceptable to the Bargaining Unit, the Bargaining Unit shall advise the Board of their position within ten (10) school days from the date of receipt of the reply.
- d) Extensions
- i) Time restrictions are mandatory but may be extended if mutually agreed upon at any step in this process. Consent to extend the time restrictions will not be unreasonably withheld.
  - ii) The failure of one party to comply with the time allowance of any agreed upon extension shall result in the grievance being progressed to the next step.

#### 31.4 Policy Grievance (Bargaining Unit or Board Initiated)

- a) Informal Step
  - i) The party alleging contravention of the collective agreement shall first attempt to resolve the matter by informal discussion with either the appropriate Superintendent or duly authorized representative of the Bargaining Unit as the case may be.
  - ii) Such a meeting shall occur within fifteen (15) school days of the date of the alleged contravention of the agreement.

b) Step 1

- i) In the event that informal discussion did not result in a resolution to the matter, the party wishing to file the grievance shall do so in writing to either the Director or the Bargaining Unit President, as the case may be, within ten (10) school days of the informal meeting.
- ii) Such written grievance shall contain:
  - a) A description of how the alleged dispute is in violation of the collective agreement, including the relevant Article number(s); and
  - b) A statement of the fact(s) to support such a grievance; and
  - c) The relief sought; and
  - d) The signatures of the duly authorized officials of either the Bargaining Unit or the Board, as the case may be.
- iii) The Director or President of the Bargaining Unit, as the case may be, shall respond in writing to the grievance within ten (10) school days of the receipt of the written grievance.

c) Step 2

If the reply of Step 1 is unacceptable to the grievor, the grievor shall then advise the other party of their position within ten (10) school days from the date of receipt of the reply of Step 1.

d) Extensions

- i) Time restrictions are mandatory but may be extended if mutually agreed upon. Consent to extend the time restrictions will not be unreasonably withheld.
- ii) The failure of one party to comply with the time allowance of any agreed upon extensions shall result in the grievance being progressed to the next step.

31.5 Alternative Forms of Grievance Mediation

- a) At any time, following the Informal Step in the Grievance Procedure, the parties, by mutual consent in writing, may elect to resolve the grievance by using any form of Grievance Mediation the parties may find mutually acceptable. The parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached. The decision of the Grievance Mediator shall not add to, delete from, modify or otherwise amend the provisions of this Agreement.
- b) The fees for the Grievance Mediator and any related expenses shall be shared equally by the parties.
- c) Each party shall pay the wages and expenses as well as related costs of their respective attendees, advisors, and witnesses.

### 31.6 Arbitration

- a) Either party desiring Arbitration shall notify the other party in writing of its desire to submit a grievance to Arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board.
- b) The recipient of the notice shall within fifteen (15) school days inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board.
- c) When two appointees are so selected they shall appoint a third person who shall be the Chair. This appointment shall be made within fifteen (15) working days.
- d) If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree up on a Chair within fifteen (15) working days, the appointment shall be made by the Minister of Labour upon the request of either party.
- e) The single Arbitrator or the Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the Labour Relations Act.
- f) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employees or employer affected by it.
- g) The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair governs.
- h) The Arbitrator or Arbitration Board, as the case may be, shall not by their decision add to, delete from, modify or otherwise amend the provisions of this agreement.
- i) The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties. Each party shall pay the costs of its nominee to a Board of Arbitration where used.
- j) Upon mutual agreement, the grievor may submit the grievance to a single Arbitrator who shall have the same power as a Board of Arbitration.
- k) Prior to proceeding to Arbitration the parties may meet in an attempt to resolve the outstanding issues.

### **ARTICLE 32 – TERMS OF AGREEMENT**

- 32.1 This agreement shall be in force from September 1, 2019 to August 31, 2022 and shall continue from year-to-year thereafter, unless either party serves notice to renegotiate the terms of this agreement as provided herein.

- 32.2 Should legislation be passed during the life of this agreement which requires the amalgamation of this bargaining unit with the elementary teachers bargaining unit, the parties agree that the expiry date above shall be changed to coincide with the expiry date of the Elementary Teachers' Collective Agreement.
- 32.3 Either party to this collective agreement may, within the period of one-hundred eighty (180) calendar days, before the agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of the agreement or to the making of a new agreement.

Within fifteen (15) working days of receipt of notice to bargain by either party, the other party will make every effort to enter into negotiations for a renewal or revision of the agreement.

## **LETTER OF UNDERSTANDING #1**

BETWEEN

**Elementary Teachers' Federation of Ontario**  
**Algoma Occasional Teacher Local**  
(hereinafter called "the Local")

AND

**Algoma District School Board**  
(hereinafter called "the Board")

The Board and the Local agree as follows:

1. French assignments will be called out prior to all other assignments via the Apply to Education Easy Connect (or replacement system) (hereafter collectively referred to as ATE). These calls shall begin at 4:30 p.m., Sunday to Thursday throughout the school year. This call out shall run until completion but not later than 5:00 p.m.
2. All other calling of Occasional Teachers for short-term occasional teaching assignments shall commence at 5:00 p.m. Sunday to Thursday throughout the school year, and shall run until completion, but no later than 8:00 p.m. Calling out of Occasional Teachers shall resume the following morning at 6:30 a.m. and shall run until completion, but no later than 12 p.m. French assignments shall be called out as per the process in paragraph 1.
3. The Job Board function of Apply to Education shall only be used on the same day of the assignment and only after the assignment has been offered to members through the regular call out process as per paragraphs 1 and 2.
4. ATE's Manual Fill function may be used if a Contract Teacher is absent for consecutive days. This may also occur only if consistent with Article L14.4.
5. An Occasional Teacher may indicate by May 31 each year any subjects, programs, and/or divisions that the Occasional Teacher is willing to teach beyond the subjects and divisions for which the Occasional Teacher is qualified. The Board shall make the process known and the form available to all Occasional Teachers and the ETFO Local no later than twenty (20) days prior to the due date.
6. The maximum number of Occasional Teachers on the Occasional Teacher Roster shall be 175. Should there be an urgent need for adjustment to this maximum during the life of the collective agreement, the parties shall meet to discuss temporary changes that may be implemented until local bargaining occurs. Any such temporary changes may only be made by mutual agreement and no party shall unreasonably withhold consent.



7. The Local President, or designate, shall be provided with Long-Term Occasional Teacher postings through administrative access to Apply to Education, including, but not limited to:
  - a. The position or subject;
  - b. School;
  - c. When the position was posted and closed;
  - d. Long-term Occasional posting applicant lists and their status on the LTO List;
  - e. Dates of applications;
  - f. Interviewed candidates;
  - g. Successful candidate;
  - h. Hire date.
  
8. Any dispute arising out of the interpretation, implementation, or application of this Letter of Understanding may be grieved under the collective agreement.

**LETTER OF UNDERSTANDING #2**

BETWEEN

**Elementary Teachers' Federation of Ontario**  
**Algoma Occasional Teacher Local**  
(hereinafter called "the Local")

AND

**Algoma District School Board**  
(hereinafter called "the Board")

The Board and the ETFO Occasional Teachers' Local will adhere to the Ontario Regulation 274/12, Education Act, Hiring Practices. The Board in consultation with ETFO will work to implement this legislation.

