

COLLECTIVE AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
THE ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO
REPRESENTING OCCASIONAL TEACHERS
EMPLOYED BY THE BOARD IN THE
ELEMENTARY PANEL

For the period
SEPTEMBER 1, 2014 TO AUGUST 31, 2017

TABLE OF CONTENTS

ETFO TEACHERS – PART A: CENTRAL TERMS	3
C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	3
C2.00 DEFINITIONS	3
C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL	4
C4.00 CENTRAL GRIEVANCE PROCESS	5
C5.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION.....	7
C6.00 BENEFITS	8
C7.00 SICK LEAVE	9
C8.00 CENTRAL LABOUR RELATIONS COMMITTEE.....	12
C9.00 MINISTRY/SCHOOL BOARD INITATIVES	12
C10.00 DIAGNOSTIC ASSESSMENT	12
C11.00 STATUTORY LEAVES OF ABSENCE/SEB	13
C12.00 CLASS SIZE/STAFFING LEVELS.....	15
APPENDIX A – RETIREMENT GRATUITIES	16
LETTER OF AGREEMENT #1.....	17
<i>RE: Sick Leave</i>	17
LETTER OF AGREEMENT #2.....	18
<i>RE: Regulation 274 - Hiring Practices</i>	18
LETTER OF AGREEMENT #3.....	20
<i>RE: Occasional Teacher Ability to Lock the Classroom Door</i>	20
LETTER OF AGREEMENT #4.....	21
<i>RE: Employment Insurance (E.I.) Rebate</i>	21
LETTER OF AGREEMENT #5.....	22
<i>RE: Special Education Committee</i>	22
LETTER OF AGREEMENT #6.....	23
<i>RE: Benefits</i>	23
LETTER OF AGREEMENT #7.....	34
<i>RE: Status Quo Central Items</i>	34
LETTER OF AGREEMENT #8.....	35
<i>RE: Status Quo Central Items Requiring Amendment and Incorporation</i>	35
ETFO TEACHERS – PART B: LOCAL TERMS	37
L – ARTICLE 1 – PURPOSE	37
L – ARTICLE 2 – SCOPE AND RECOGNITION	37
L – ARTICLE 3 – DEFINITIONS	38
L – ARTICLE 4 – MANAGEMENT RIGHTS.....	39
L – ARTICLE 5 – UNION DUES AND ASSESSMENTS.....	40
L – ARTICLE 6 – NO DISCRIMINATION.....	41
L – ARTICLE 7 – RIGHTS AND RESPONSIBILITIES	41
Reasonable Exercise of Rights	41
Evaluations	41
Just Cause.....	42
L – ARTICLE 8 – UNION SECURITY AND MEMBERSHIP	42
L – ARTICLE 9 – ACCESS TO INFORMATION	43
Personnel Files	43
Signature Not Approval.....	43
Inaccurate Information	44
Adverse Material to be Removed.....	44
Medical Information.....	44
Data for Negotiations	44

Accuracy May Be Disputed	44
Access to Board Minutes	45
L – ARTICLE 10 – NO STRIKES AND LOCKOUTS	45
L – ARTICLE 11 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION	45
L – ARTICLE 12 – OCCASIONAL TEACHER Roster	45
L – ARTICLE 13 – GRIEVANCE PROCEDURE	47
Intent and Definition of Grievances	47
Informal Stage	47
Step One	47
Step Two	48
Step Three	48
Group Grievance	49
Discharge Grievance	49
Policy Grievance	49
Grievance Mediation	50
Attendance at Grievance Meetings	50
L – ARTICLE 14 – PRIORITY HIRING FOR PERMANENT POSITIONS.....	50
L – ARTICLE 15 – CALLING OF OCCASIONAL TEACHERS FOR DAILY OCCASIONAL TEACHING ASSIGNMENTS.....	50
L – ARTICLE 16 - LONG TERM OCCASIONAL TEACHING ASSIGNMENTS AND ELEMENTARY TEACHING POSITIONS	51
L – ARTICLE 17 – COMPENSATION.....	51
Experience Credit for Long Term Teaching Assignments	52
L – ARTICLE 18 – STAFFING	53
L – ARTICLE 19 – WORKING CONDITIONS	53
Report Cards	54
Access to Board Communications	54
L – ARTICLE 20 – LEAVES.....	54
Sick Leave	54
Other Leaves	55
Voluntary Leave of Absence	55
Leave For Union Business	55
Family Medical Leave or Critically Ill Child Care Leave	56
L – ARTICLE 21 – PREGNANCY/PARENTAL LEAVE	56
L – ARTICLE 22 - STATUTORY PARENTAL LEAVE	57
L – ARTICLE 23 – UNION REPRESENTATION.....	58
L – ARTICLE 24 – CORRESPONDENCE	59
L – ARTICLE 25 – PROFESSIONAL DEVELOPMENT	59
L – ARTICLE 26 – BULLETIN BOARDS.....	59
L – ARTICLE 27 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY	59
SCHOOL CLOSURE	59
L – ARTICLE 28 – HARASSMENT	61
L – ARTICLE 29 – PAY EQUITY	61
L – ARTICLE 30 – BENEFITS	61
L – ARTICLE 31 – DURATION AND RENEWAL	62
Signatures	63
L – LETTER OF AGREEMENT.....	64
<i>Re: Occasional Teacher Procedures Handbook</i>	64
L – LETTER OF AGREEMENT.....	65
<i>Re: Pandemic</i>	65
Absences and Leaves Policy	66

ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

- a) The parties to the collective agreement are the school board and the employee bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

- 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, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, 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, 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, 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 such greater period agreed upon by the parties; or 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 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 “Central Parties” shall be defined as the Ontario Public School Boards’ Association (OPSBA) and the Elementary Teachers’ Federation of Ontario (ETFO).
- c) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- d) 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 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The Teacher must declare his/her intention to receive the earlier

gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.
- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by two percent (2%) if they chose the early gratuity payout.

C6.00 BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement #6. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C6.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.

C6.2 Cost Sharing

- a) With respect to the funding in C6.1a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C6.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C6.4 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 cooperate 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.

C6.5 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C7.00 SICK LEAVE

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.
- b) **Sick Leave Days**
Subject to paragraphs d) i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.
- c) **Short-Term Leave and Disability Plan (STLDP)**
Subject to paragraphs d) i-vi below, permanent full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- d) **Eligibility and Allocation**
The allocations outlined in paragraphs b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.
- 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 his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.
- 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 his/her 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 Board may require medical confirmation of illness or

injury to substantiate access to sick leave or STLDP. 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 his/her position. Where this is required, such information shall include his/her 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.

C8.00 CENTRAL LABOUR RELATIONS COMMITTEE

C8.1 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.

C8.2 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.

C8.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.

C8.4 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.

C9.00 MINISTRY/SCHOOL BOARD INITIATIVES

ETFO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

C10.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C10.00, 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.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care 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*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- 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 and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Family Medical Leave or Critically Ill Child Care 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 E.I. 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 E.I. 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 E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

C11.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for employment insurance 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 benefit 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 she has applied for and is in receipt of employment insurance 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 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.

C12.00 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 Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

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

RE: Sick Leave

The parties agree that any current 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, 2014.

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.

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

The parties agree that it is critical that the process to gain long-term occasional assignments and permanent positions be fair and transparent.

1. The parties and the Crown agree that hiring for long term occasional and permanent positions shall be as set out in Regulation 274 under the Ontario Education Act. Regulation 274 remains in force.
2. The parties agree to meet to further discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.
 - a. The Committee shall address the following issues, including but not limited to:
 - i. the size of the LTO list
 - ii. the number of interview cycles
 - iii. the interview process
3. The parties agree to the following provisions for the term of this collective agreement:
 - a. Following the interview to the LTO List, unsuccessful candidates who make the request shall be debriefed within thirty (30) days of the interview and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.
 - b. The local parties may, if they choose, negotiate a capped roster.

- c. A relocating permanent Teacher who has been employed by a public school board in Ontario may apply to another Board to be placed on the LTO List and shall be granted an interview.
- d. Where an occasional teaching assignment extends beyond the number of LTO threshold days identified in the local collective agreement, the Board may continue the occasional teacher in the assignment if the teacher is qualified and is on the LTO list, unless the local parties have mutually agreed otherwise.
- e. Information Disclosure to the Occasional Teacher Local Unit

The Board shall provide the following information to the Union, upon request, as it relates to the Long Term Occasional Teacher List, Long Term Occasional Teacher assignments, and permanent teaching positions:

- i. the job posting at the time the posting is circulated in the system;
- ii. the job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
- iii. names of successful applicants.

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Occasional Teacher Ability to Lock the Classroom Door

School boards will achieve the compliance level regarding Occasional Teacher ability to lock and unlock the classroom door as set out in the Provincial Model for a Local Police/School Board Protocol (2015) by December 31, 2015.

ETFO may raise the failure to comply with the Central Labour Relations Committee.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Employment Insurance (E.I.) Rebate

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo for this round of bargaining.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Special Education Committee

The parties agree to establish a committee comprised of representatives from ETFO, the Ministry of Education and school board leadership in the area of special education. Additional representatives may be invited as resources to the committee as needed. The committee will discuss current issues as identified by the parties related to supporting students with special education needs.

The committee shall meet regularly commencing no later than November 30, 2015 and recommendations will be made to the Minister of Education by April 30, 2016. Terms of reference will be jointly developed to inform the scope of discussions and recommendations.

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2 The appointed independent experts will:
 - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 All voting requires a simple majority to carry.

- 2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information

System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

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

4.1.2 Upon the Board's participation date:

- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily occasional teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
- ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

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

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

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

4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

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

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

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

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

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

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

4.2.0 Start-up Costs

- 4.2.1 The Government of Ontario will provide:
- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.
 - b) A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Board(s)” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon

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

- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

- 4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative

group's last participation date but shall be no later than August 31, 2021.

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

5.2.0 Board of Trustees' Responsibilities

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

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

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

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

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

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

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

- 5.2.5 The Trust shall provide "trustee liability insurance" for all Trustees.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections

regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.

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

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

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

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

9.0.0 ERRORS and OMISSIONS

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

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

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

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

10.0.0 CLAIMS SUPPORT

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

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

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

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 2008-12 local collective agreements, subject to modifications made during local bargaining in 2013. 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*.

Issues:

1. Student Supervision
2. Central Issues as they affect Occasional Teacher Workload
3. Days to Long Term Occasional
4. Formula for Daily Rate
5. Other Direct Compensation
6. Class Size for All Grades
7. Staffing Levels
8. Teaching Principals and Vice-Principals
9. Return to the Teacher Bargaining Unit
10. Job Security
11. Preparation Time
12. Scheduling of Professional/Learning/Development, mandatory training
13. Staff Meetings

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Status Quo Central Items Requiring Amendment and Incorporation

The following four central issues have not been modified during this round of collective bargaining and remain status quo. These provisions must be incorporated by local parties to align the terms of the 2012-14 MOU provisions with previously existing local terms. Below please find specific direction for local parties to ensure that the entirety of the provision is contained in the collective agreement, eliminating the need to refer to previous source documents.

1. Short Term Paid Leaves

2014-17 collective agreement terms shall incorporate the short term paid leave of absence provisions in the 2008-12 Collective Agreement and including modifications made during local bargaining in 2013, that utilized deduction from sick leave, for reasons other than personal illness. Such leaves shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Provisions should reflect any local limits to these leaves that were in place. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If Teachers/Occasional Teachers were entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for

which the employee received WSIB top-up prior to September 1, 2012.

3. Pregnancy Leave Benefits

Where superior provisions exist, as a result of the meshing of the 2012 MOU with any superior provisions that existed in the 2008-2012 collective agreements, they must be incorporated into the common central provisions in Article 11.2 of Part A of this agreement and the resulting article placed in Part B of this agreement.

4. Salary, Wages and Direct Compensation

Provisions related to salary, wages and direct compensation remain status quo to those in effect on September 1, 2014 except as amended by the Memorandum of Settlement between the parties dated November 2, 2015.

The four issues identified above shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the School Boards Collective Bargaining Act, 2014.

ETFO TEACHERS – PART B: LOCAL TERMS

L – ARTICLE 1 – PURPOSE

- L1:01 It is the desire of both Parties to specify within this Agreement the entitlement of those Occasional Teachers covered by this Agreement as to salary, the conditions of employment, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the Parties.
- L1:02 It is the desire of both Parties to maintain and further harmonious relationships between the Board and each member of the E.T.F.O. Upper Grand District School Board Occasional Teachers' Local.
- L1:03 The Board and E.T.F.O. 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.

L – ARTICLE 2 – SCOPE AND RECOGNITION

- L2:01 The employer being the Upper Grand District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation (hereinafter referred to as "the Union") as the bargaining agent for all Occasional Teachers employed by the Board in its elementary panel in accordance with the Education Act of Ontario.
- L2:02 The Board recognizes the Negotiating Committee of the Local as the official body to represent the Occasional Teachers in the elementary panel in the conduct of negotiations.
- L2:03 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union and will update this information each time it changes.
- L2:04 The Elementary Teachers' Federation of Ontario and the Local recognizes the Negotiating Committee of the Board as the official body to represent the Board in the conduct of negotiations.
- L2:05 The Board recognizes the right of the Federation or the Local to be represented by their staff officers or any other duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise, or represent the Federation or the Local in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2:06 The Federation and the Local recognizes the right of the Board to be represented by the Ontario Public School Boards' Association, or an affiliate Association, or any duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise, or represent the Board in all

matters pertaining to the negotiation and administration of this Collective Agreement.

- L2:07 A Labour Management Co-operative Committee shall be established with no more than two (2) representatives of each of the Union and of management to discuss matters of concern. The committee will meet at the request of either party at a time mutually agreed upon and no less than 3 (three) times per year.
- L2:08 The Board agrees that it will deal solely with the duly authorized agents of the Local in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Local will supply the Board with the names of its officials and committee members. Similarly, the Board will, if requested, supply the Local with a list of its supervisory personnel.

L – ARTICLE 3 – DEFINITIONS

See also *Central Agreement (Part A)* [C2.00 DEFINITIONS](#)

- L3:01 a) "Emergency Supply Instructor" shall mean a person appointed, in accordance with the Education Act and Regulations, to teach in the case of an emergency.
- b) For the purposes of clause 3.01(a), "emergency" shall be defined as a situation in which no member on the Daily Occasional Teachers' Roster is available for an assignment after the Board has made a reasonable effort to contact all members on the Daily Occasional Teachers' Roster, subject to location and assignment preferences.
- L3:02 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act and regulations.
- L3:03 "Daily Occasional Teacher" means a teacher who is required to teach for a period that is less than twelve (12) consecutive teaching days and who is employed to teach as a substitute for a permanent, probationary, or temporary teacher.
- L3:04 "Long Term Occasional Teacher" means a teacher who is required to teach for a period of twelve (12) or more consecutive teaching days and who is employed to teach as a substitute for a permanent, probationary, or temporary teacher who has died during the school year or who is absent from regular duties for less than two school years. It is understood that closing of the schools due to emergency or inclement weather or accessing any form of leave available under Board Policy 411 - Absences and Leaves will not constitute an interruption in the determination of the twelve (12) days.
- L3:05 "Daily Occasional Teacher Roster" (hereafter also referred to as "the Roster") means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the elementary panel, subject to clauses 12.01 and 12.03.

- L3:06 “Lockout and Strike” means lockout and strike as defined by the *Ontario Labour Relations Act*, as amended from time to time.
- L3:07 “Labour Relations Act” means the Ontario Labour Relations Act.
- L3:08 “Elementary Teachers” shall mean the elementary teachers, other than Occasional Teachers, employed by the Board in its elementary panel.
- L3:09 “Board” means Upper Grand District School Board established in accordance with the Education Act.
- L3:10 “Federation” means the Elementary Teachers’ Federation of Ontario (ETFO). Union shall have an identical meaning.
- L3:11 “Local” means the Upper Grand ETFO Occasional Teachers’ Local.
- L3:12 “Certified” means an Occasional Teacher who holds a valid Certificate of Qualification or a valid Interim Certificate of Qualification and is a member in good standing of the Ontario College of Teachers.
- L3:13 “Probationary Occasional Teacher” means a teacher covered by this Collective Agreement who has not completed thirty (30) teaching days of employment as an Occasional Teacher with the Board. It is understood that the probationary period of thirty (30) teaching days may be extended one (1) thirty (30) day period at the exclusive discretion of the appropriate superintendent.
- L3:14 “Parties” mean the Elementary Teachers’ Federation of Ontario and the Upper Grand District School Board.
- L3:15 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the Parties hereto so require.

L – ARTICLE 4 – MANAGEMENT RIGHTS

- L4:01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this agreement.
- L4:02 Without limiting the generality of the foregoing, the Board’s rights shall include:
- a) the right to hire, assign, evaluate, promote, demote, transfer, and to determine personnel requirements;
 - b) the right to determine, alter, and eliminate services, programs and courses offered;

- c) the right to discipline, including disciplinary demotion;
- d) the right to dismiss and layoff an Occasional Teacher subject to the employee's rights under the appropriate Act;
- e) the right to determine the number of Occasional Teachers to be employed, the number of students to be allocated to a program, class size, and subjects to be taught;
- f) the right to designate or establish departments or organizational units or areas of study;
- g) the right to select individuals to positions of responsibility and to determine job functions;
- h) the right to make, change, and enforce reasonable rules, regulations, and all other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the province of Ontario;
- i) the right to determine the hours of the school day, the instructional year, and the Board designated holidays to be observed.

L4:03 The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.

L – ARTICLE 5 – UNION DUES AND ASSESSMENTS

L5:01 Subject to the provisions of the *Labour Relations Act* and the regulations thereunder which shall prevail where any provision conflicts with them, the Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments and any Local levy that may apply. Union dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary at the Elementary Teachers' Federation of Ontario within thirty (30) days of the dues being deducted. Local levies deducted in accordance with this article shall be forwarded to the President of the Local within thirty (30) days of the levy being deducted. The Union and the Local shall inform the Board, from time to time, of the amount of such dues and assessments or Local levies.

L5:02 The Board shall provide to the Union, by September 30th each year, a letter stating the total number of days of elementary daily and long term occasional teaching days for the previous school year. The dues submission list shall identify Emergency Supply Instructors.

L5:03 The Union will be provided with a dues submission list each pay period showing the names, wages earned, dues and assessments deducted, the time worked for each Occasional Teacher from whose wages the deductions have been made and, where possible, a specific breakdown of all qualified and unqualified

Teacher replacements who are not on the Occasional Teacher Roster. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form. This information shall also be forwarded to the President of the Occasional Teachers' Local at the same time it is sent to the provincial office.

L – ARTICLE 6 – NO DISCRIMINATION

L6:01 There shall be no discrimination by the Parties against an Occasional Teacher on any of the prohibited grounds as described in the *Ontario Human Rights Code*, or because of participation in the lawful activities of the Union.

L6:02 Each of the Parties hereto agrees that there shall be no discrimination or coercion exercised or practiced upon any Occasional Teacher because of membership in the Union.

L – ARTICLE 7 – RIGHTS AND RESPONSIBILITIES

Reasonable Exercise of Rights

L7:01 The Board agrees to exercise its management rights in a manner which is neither discriminatory nor in bad faith and in accordance with the Acts and Regulations of the Province of Ontario.

Evaluations

L7:02 Evaluations shall only be conducted by Supervisory Officers, Principals and Vice Principals. No Union member shall be required or requested to evaluate an Occasional Teacher's competence.

L7:03 a) Evaluations shall be conducted in accordance with Board Policy and Procedures.

b) Amendments to the Board evaluation Policy and Procedure will be developed in consultation with the Local.

c) Board evaluation policy and procedures shall include the following:

i) all formal evaluations shall be in writing, signed by the evaluator(s), with a copy to the Occasional Teacher;

ii) the Occasional Teacher shall be given at least one school day's prior notice of any formal observation;

iii) the Occasional Teacher may request that she or he be observed in other situations within her or his assignment;

iv) a meeting shall be held to review and discuss the evaluation prior to the summative report;

v) the summative report shall be given to the Occasional Teacher within ten (10) school days following completion of the evaluation process;

vi) the Occasional Teacher shall be given 48 hours to review, sign, and make written comments regarding the report. This opportunity shall occur before anyone, other than the Occasional Teacher, the evaluator, and their advisors see the evaluation.

Just Cause

L7:04 a) No Occasional Teacher who has successfully completed his/her Probationary Period shall be removed from the Daily Occasional Teacher Roster or disciplined except for just and sufficient cause. Removal from the Roster and/or any imposition of discipline will be confirmed in writing to the Occasional Teacher and the President of the Local.

b) Occasional Teachers who have not completed the Probationary Period shall be subject to a standard of just cause as determined by the Board, which standard shall be consistent with the purpose of the Probationary Period and the length of the employment of the employee. Removal from the Roster will be confirmed in writing to the Occasional Teacher.

c) The Senior Administrator of Human Resources, or designate, shall meet with the Occasional Teacher prior to the Occasional Teacher's removal from the Roster. The President of the Local shall be invited to attend the meeting by the Senior Administrator of Human Resources, or designate.

d) An Occasional Teacher who has completed the Probationary Period may request a letter of reference from the applicable Principal or Vice Principal if they have taught for ten (10) or more days at the site.

L – ARTICLE 8 – UNION SECURITY AND MEMBERSHIP

L8:01 The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of deductions authorized by the Union.

L8:02 Income Tax Slips (T-4) provided each year by the Board shall indicate the amount of Union dues paid by each Occasional Teacher during the previous year.

L8:03 a) The Board shall forward electronically to Service Canada a Record of Employment statement for the previous school year for each Occasional Teacher no later than July 31st.

- b) For the purposes of Employment Insurance, the number of insurable hours to be reported will be the same as that specified for elementary contract teachers.

L – ARTICLE 9 – ACCESS TO INFORMATION

Personnel Files

- L9:01 The official personnel file respecting an Occasional Teacher shall be maintained in the Human Resources Department of the Board and shall be available and open to the Occasional Teacher for inspection in the presence of a Supervisory Officer or other person designated by the Senior Administrator of Human Resources, or designate. Such access shall be provided upon prior request at any reasonable time during the regular working hours of the department.
- L9:02 An Occasional Teacher shall be entitled, upon request, to a copy, without cost, of any materials contained in her/his personnel file.
- L9:03 Where an Occasional Teacher authorizes, in writing, access to her/his personnel file by another person acting on the Occasional Teacher's behalf, the Board shall provide such access, upon prior request, in the presence of a Supervisory Officer or other person designated by the Senior Administrator of Human Resources, or designate. As well, a copy of materials contained therein shall be provided if also authorized and requested.
- L9:04 An Occasional Teacher shall receive copies of any adverse materials placed in her/his personnel file within eight (8) school days of the material being filed.
- L9:05 Copies of documents prepared by the Principal respecting the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher and copied to the Senior Administrator of Human Resources, or designate for consideration of inclusion in the individual's personnel file within eight (8) school days of the writing of such document.

Signature Not Approval

- L9:06 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 thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L9:07 An Occasional Teacher shall have the right to place material in her or his personnel file.

Inaccurate Information

- L9:08 In the event that the Occasional Teacher disputes the accuracy or completeness of any information contained in the personnel file, the Board shall, upon receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information, where possible within ten (10) school days. If the Board is unable to amend the information, the Occasional Teacher's written dispute of the information shall remain in the file attached to the original document.
- L9:09 Where the Board amends such information as per clause 9:08, the Board shall attempt to notify all persons who received a report based on inaccurate information.

Adverse Material to be Removed

- L9:10 Material may be removed from an Occasional Teacher's personnel file at the request of the Occasional Teacher and with the approval of the Board. Disciplinary material shall be removed from an Occasional Teacher's personnel file, upon receipt of a written request from the Occasional Teacher, after two (2) discipline-free years where no follow-up difficulty has occurred during the two (2) year period, unless the Senior Administrator of Human Resources, or designate determines that the discipline was for serious misconduct.

Medical Information

- L9:11 The Board shall keep medical information in its possession related to the WEIP (Workplace Early Intervention Program) and LTD (Long Term Disability) in separate files accessible only to appropriate health care professionals and the Occasional Teacher.

Data for Negotiations

- L9:12 Upon written request submitted at least five (5) school days in advance, the Union shall have access to or be furnished with a copy of available data relevant to the negotiation of this Collective Agreement as follows:
- a) data respecting individual status of employment, such as a listing of Occasional Teachers on leave or on the recall list;

Accuracy May Be Disputed

- L9:13 Nothing in this Article shall serve to modify or to deny the right of the Union to dispute the accuracy of any of the said records, data, or information issued by or disclosed to be in the possession of the Board under Article 9:12 above.

Access to Board Minutes

L9:14 The Board shall provide to the Union copies of any public agendas, minutes, and support documents at least two (2) days prior to all Board meetings and Board committee meetings.

L – ARTICLE 10 – NO STRIKES AND LOCKOUTS

L10:01 The Parties agree that there will be no strikes by the Union or the Local and no lock-outs by the Board for as long as this Agreement continues to operate.

L10:02 No Occasional Teacher shall be requested or required to perform the duties of any other employee of the Board who is engaged in a strike or lockout.

L – ARTICLE 11 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

L11:01 The Board and the Union will jointly prepare a package of information for Principals to highlight amendments to the collective agreement within one month of the ratification of the Collective Agreement.

L11:02 The Board shall provide all Occasional Teachers who are on the Roster, and any Occasional Teachers newly added to the Roster, with an information package to be supplied by the Board, with the assistance of the Local, which shall include a Local welcoming letter, a copy of the latest Occasional Teacher newsletter, a list of school Stewards, school start times, and maps.

L11:03 The Board will seek input from the Union with respect to the package.

L11:04 Each party will be responsible for the printing and costs associated with printing the required number of copies of the Collective Agreement that they need. The Board shall provide a printed copy to all new hires, to the Occasional Teacher Roster.

L – ARTICLE 12 – OCCASIONAL TEACHER Roster

L12:01 An Occasional Teacher must be a member in good standing of the Ontario College of Teachers and qualified to teach in Ontario to be eligible for inclusion on the Daily Occasional Teacher Roster or to be employed as a Long Term Occasional Teacher. Such documentation must be submitted to the Senior Administrator of Human Resources, or designate, prior to the Occasional Teacher's employment.

L12:02 Subject to clause 3.01, only those Occasional Teachers whose names are on the Daily Occasional Teacher Roster shall be called for daily occasional teaching assignments.

L12:03 Effective September 1, 2011, the Occasional Teacher Roster shall be limited to thirty-seven percent (37%) of the Board's elementary FTE allotment. It is understood that the cap on the Roster represents those Occasional Teachers who are available for daily occasional teaching assignments and those currently in long term occasional teaching assignments.

L12:04 Where the Roster is not sufficient to meet the Board's specific program needs to supply Occasional Teachers to the system, the Board may, after consultation with the Bargaining Unit, increase the number of names on the Roster to maintain a sufficient pool of names. This increased number shall not exceed two percent (2%) of the limit specified above.

Effective September 1, 2011, where the Roster is not sufficient to meet the Board's specific program needs to supply Occasional Teachers to the system, the Board may, after consultation with the bargaining unit, increase the number of names on the Roster to maintain a sufficient pool of names.

L12:05 The Roster shall provide the following information for each Occasional Teacher: full name, telephone numbers, address, subjects / divisions / grades that the Occasional Teacher is qualified to teach, number of days or specific days of the week the Occasional Teacher is available to work, specific geographic areas where the Occasional Teacher is willing to be assigned, and subjects / divisions / grades that the Occasional Teacher is willing to be assigned to.

L12:06 An Occasional Teacher shall notify the Human Resources Department of the Board, in writing, of any changes of address and / or telephone number(s) required by the Board to contact the Occasional Teacher regarding teaching assignments.

L12:07 By September 15 of each school year, the Board will provide the Local with a copy of the Daily Occasional Teacher Roster as described in article 12.05. Any and all amendments, additions, and / or deletions to the Roster shall be forwarded to the Local at least once per month. Upon request, and with reasonable notice, up to two (2) times per year and at no cost to the Local, the Board will provide the Local with a set of mailing labels of those Occasional Teachers who are on the Roster. The Local may purchase additional labels at cost.

L12:08 Subject to the notification in writing to the Occasional Teacher and the Local President, an Occasional Teacher's name shall be removed from the Roster for the following reasons:

a) A Non-probationary Occasional Teacher is removed for just and sufficient cause or a Probationary Occasional Teacher is removed using a lesser standard of just cause, consistent with the purpose of a Probationary Period (basic procedural fairness), and that the discharge of a Probationary employee is not done in a manner that is arbitrary, discriminatory, or in bad faith;

- b) The Occasional Teacher requests, in writing, to have their name removed from the Roster;
- c) The Occasional Teacher fails to notify the Human Resources Department through the form described in article 12.09 and by May 31 each year of their desire to remain on the List for the next school year, unless reasonable grounds are given as to why he or she was unable to do so;
- d) The Occasional Teacher fails to work a minimum of fifteen (15) FTE days within one (1) school year unless the Occasional Teacher is on an approved leave of absence effective September 1st, 2016;
- e) The Occasional Teacher no longer meets the criteria for inclusion on the Roster as stated in clauses 12.01 and 12.03;
- f) The Occasional Teacher fails to notify the Board's automated call out system of any continuous absence of thirty (30) days or more.

L12:09 The Board shall send each Occasional Teacher a Subject Preference / Renewal Form by April 30 asking whether the Occasional Teacher wishes to have their name remain on the Roster.

L12:10 When the Occasional Teacher Roster is updated, any new Occasional Teachers placed on the Roster shall be interviewed and accepted by the interviewing team for Elementary Occasional Teachers prior to being placed on the Roster.

L – ARTICLE 13 – GRIEVANCE PROCEDURE

See also Central Agreement (Part A) [C4.00 CENTRAL GRIEVANCE PROCESS](#)

Intent and Definition of Grievances

L13:01 The Parties agree that it is the spirit and intent of this Article to set out an orderly procedure for the resolution of grievances arising from the interpretation, application and alleged contravention of this agreement.

Informal Stage

L13:02 Any dispute to be recognized as a grievance must first be discussed with the Occasional Teacher's Principal or appropriate supervisor, by the grievor. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.

Step One

L13:03 If the dispute is not deemed to be settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice,

in writing, within fourteen (14) school days of the Occasional Teacher becoming aware of the circumstances giving rise to the complaint, or after the date when the event could reasonably have been detected, to the Senior Administrator of Human Resources, or designate. The written notice shall contain the complete grievance, list all clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after submission. The Senior Administrator of Human Resources, or designate, shall provide a written answer within seven (7) school days of receipt of the grievance.

Step Two

L13:04 If the grievance is not deemed to be settled on the basis of the answer given in Step One, the Union shall within seven (7) school days of receipt of the Step One answer, notify the Senior Administrator of Human Resources, or designate, in writing, that a grievance meeting is requested. The Senior Administrator of Human Resources, or designate, and other persons that the Senior Administrator, or designate, deems appropriate, shall meet with up to three (3) members of the Union, including the grievor, should the grievor wish to attend the meeting, within fourteen (14) school days of receipt of the notice. Senior Administrator of Human Resources, or designate shall provide a written answer within seven (7) school days of the meeting being held.

Step Three

L13:05 If the grievance is not deemed to be settled on the basis of the answer given in Step Two either party may,

a) Submit the grievance to a mutually agreed upon single arbitrator in Step Three rather than an arbitration board. In the event the Parties are unable to agree upon the name of a single arbitrator, the parties may request the Ministry Of Labour to make the appointment.

b) With mutual agreement of both Parties, refer to a Board of Arbitration in which case the Union shall within seven (7) school days of the receipt of the answer given in Step Two notify the Director of Education, in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to an arbitration board. The Director of Education, or designate, shall, within seven (7) school days inform the Union of the Board's appointee to the arbitration board. The two (2) appointees shall, within seven (7) school days or such longer time as they may agree upon, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairperson within the time limit, either the Union or the Board may request the appointment of a chairperson by the Ministry of Labour.

L13:06 The arbitration board or single arbitrator shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.

L13:07 Each party shall bear the fee and/or expenses of its appointee to the arbitration board and any fees and/or expenses of the chairperson shall be borne equally by the Parties. Each Party shall bear its own expenses respecting appearances at hearings of the arbitration board. Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

L13:08 The arbitration board or single arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement.

L13:09 All the time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the Parties and subsection 48 (16) of the *Labour Relations Act* does not apply. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the Parties.

Group Grievance

L13:10 If the Board has complaint with respect to the conduct of the Union, it shall submit its grievance in accordance with the provisions of Step Two, except that the notice shall be to the President or other executive officer of the Union. The President or other executive officer of the Union shall provide the answer in writing to the Board within seven (7) school days.

L13:11 The Union may file a grievance on behalf of two (2) or more Occasional Teachers commencing at Step One, if specifically requested in writing to do so by said Occasional Teachers. The written request of said Occasional Teachers shall be attached to the grievance.

L13:12 Group grievances may only be filed within fourteen (14) school days of either Party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) school days after the event when the event could reasonably have been detected.

Discharge Grievance

L13:13 Where an Occasional Teacher has received a termination notice or notice that she or he has been removed from the Occasional Teachers' Roster, the Union may file a grievance at Step 2 within ten (10) school days of written notice of termination.

Policy Grievance

L13:14 The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

Grievance Mediation

L13:15 Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

Attendance at Grievance Meetings

L13:16 A Long Term Occasional Teacher's attendance at a meeting at any stage of the grievance procedure including arbitration shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.

L – ARTICLE 14 – PRIORITY HIRING FOR PERMANENT POSITIONS

Local Language Superseded by Central Agreement (Part A), see [Letter of Agreement #2 Re: Regulation 274 - Hiring Practices](#)

L14.01 When a full or part-time elementary teaching position becomes available, should the Board be unable to fill a vacancy from among the teachers covered by the elementary teacher collective agreement, the Board shall, to a maximum of two, provide an interview to members of the bargaining unit simultaneously with external candidates provided that the member has the required qualifications for the position. The Occasional Teacher must note on their application that he or she is currently on the elementary Occasional Teacher Roster and is available for work.

L – ARTICLE 15 – CALLING OF OCCASIONAL TEACHERS FOR DAILY OCCASIONAL TEACHING ASSIGNMENTS

L15:01 a) All Daily Occasional Teachers shall be dispatched by the Board's central dispatcher(s) or by a central automated system.

b) The distribution of teaching assignments shall be done in a manner designed to be fair and equitable subject to location and assignment preferences.

L15:02 Principals shall not request a specific individual Daily Occasional Teacher except for assignments in a self-contained class, or for French Immersion assignments known to be greater than two (2) days.

L15:03 The Board and the Union shall meet at least once per year or more often at either Party's request to review the operation of the automated calling system.

L – ARTICLE 16 - LONG TERM OCCASIONAL TEACHING ASSIGNMENTS AND ELEMENTARY TEACHING POSITIONS

Local Language Superseded by Central Agreement (Part A), see [Letter of Agreement #2 Re: Regulation 274 - Hiring Practices](#)

L16.01 All Long Term Occasional Teaching positions known in advance shall be posted in every school at least three (3) school days or four (4) calendar days during the summer, prior to the closing date for applications. A copy of each posting shall be forwarded to the Local. All Occasional Teacher applicants who are qualified for a position, who express an interest in a new full-time or part-time position shall be considered for an interview, provided that the Occasional Teacher notes on the application that he / she is currently on the Elementary Occasional Teacher Roster and is available for work.

L16.02 a) Subject to Article 3.01, only those Occasional Teachers whose names are on the Occasional Teacher Roster shall be hired for daily occasional teaching assignments.

b) Provided that three or more Occasional Teachers whose names are on the Occasional Teacher Roster apply for a Long Term Occasional teaching assignment and are qualified for the position, the following shall apply. Only those Occasional Teachers whose names are on the Occasional Teacher Roster shall be hired for long term occasional teaching assignments provided that they have the required qualifications for the position and have noted on the application that he or she is currently on the Elementary Occasional Teacher Roster and is available for work.

L16:03 An Occasional Teacher in a long term occasional teaching assignment who was not previously on the Occasional Teacher Roster shall be added to the Roster upon conclusion of the assignment. In the event that this would result in the cap on the Roster being exceeded, the Roster shall be allowed to remain above the cap until it is reduced through attrition.

L16:04 The Occasional Teacher shall be notified of the starting and ending dates of the long-term assignment, where available, prior to the commencement of the assignment. In the event that the teacher being replaced returns prior to the anticipated date of return, the Occasional Teacher shall be terminated with five (5) school days' notice or pay in lieu of notice.

L – ARTICLE 17 – COMPENSATION

L17:01 The Board shall pay bi-weekly, upon submission by the Occasional Teacher of a timesheet(s) or other documentation that is approved by the appropriate principal(s), in accordance with the following:

a) Daily Occasional Teacher as per Article 12.01:

Total Daily Rate, including 4% vacation pay and statutory holiday pay = 1/203rd of Category A1 Yr. 0 placement on the grid set forth in the Board's most recent collective agreement for Elementary Teachers as it may be amended from time to time.

Effective September 1, 2014:	\$230.45
Effective September 1, 2015:	\$230.45
Effective September 1, 2016:	\$232.76
Effective February 3, 2017:	\$233.92

Emergency Supply Instructors:
Total Daily Rate = \$146.00 including vacation and statutory holiday pay.

b) Long Term Occasional Teacher:

A Long Term Occasional Teacher shall be placed on the Board's salary grid for Elementary Teachers in accordance with the recognized teaching experience and category placement effective on the twelfth (12th) consecutive day of teaching retroactive to the first (1st) day that the assignment began. The Occasional Teacher shall continue to be paid at this rate until the expiration of the assignment. The rate paid under 17:01(b) shall not be less than the rate paid under 17:01(a).

Where the Senior Administrator of Human Resources, or designate is aware, in advance, that the assignment will be long term, the teacher shall commence grid placement on the first (1st) day of the assignment.

Experience Credit for Long Term Teaching Assignments

L17:02 Teaching experience shall be calculated and applied in the same manner and with the same timelines as applied to elementary contract teachers.

L17:03 In those situations where the Board is required to pay for the services of an Occasional Teacher, remuneration paid will be pro-rated for assignments to positions on less than a full-time basis, but in no circumstances will a Daily Occasional Teacher be paid for less than one-half (1/2) day.

L17:04 Payment will be by direct deposit to the account at the bank, trust company or credit union as designated by the employee on the appropriate form on file with the Payroll Department. The deposit advice form shall be sent to the short-term employee by paper (hard copy), to the address specified by the employee on or before the day the deposit is made. The deposit advice form shall be sent to the long-term employee by e-mail, to the employee's e-mail address on the Board's e-mail system, on or before the day the deposit is made. It is the responsibility of the employee to file with the Payroll Department, prior to any change of account or bank, the appropriate form so directing such change of account or bank, trust company or credit union.

L17:05 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be mailed to the home address or school of the Occasional Teacher.

L – ARTICLE 18 – STAFFING

L18:01 Subject to article 3.01, the Board shall centrally dispatch an Occasional Teacher from the Daily Occasional Teacher Roster when a Classroom Teacher is absent.

L – ARTICLE 19 – WORKING CONDITIONS

See also Central Agreement (Part A) [Letter of Agreement RE: Occasional Teacher Ability to Lock the Classroom Door](#)

L19:01 The Board shall provide or ensure that the following in-school information is available to Occasional Teachers: Day Planning/Day Book Information including the following: a timetable for the Occasional teacher's assignment (including supervision periods); a schedule identifying period times; an up-to-date class list; a seating plan; an outline of the school day (including opening procedures, washroom procedures); fire drill and emergency procedures; written information on school discipline procedures; and routines for students with special needs.

L19:02 The timetable for an Occasional Teacher shall be the same as the timetable of the teacher who is being replaced.

L19:03 No Occasional Teacher shall be assigned any form of supervision prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment.

L19:04 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. The Board shall provide each Occasional Teacher, working beyond 0.5 time on a particular day, with an uninterrupted period for lunch on that day, free from duty and travel, of at least forty (40) minutes.

L19:05 An Occasional Teacher who is assigned duties at two or more locations on the same day shall be provided with the same time to travel between the locations as the teacher being replaced.

L19:06 It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or disease or to diagnose such conditions or diseases. An Occasional Teacher shall not be subject to discipline for refusing to administer medication, except in a life-threatening situation.

L19:07 Occasional teachers shall not perform any of the following physical procedures:

- a) manual express of bladder/stoma
- b) postural drainage
- c) sterile intermittent catheterization
- d) tube feeding

Report Cards

L19:08 Every Long Term Occasional Teacher required to complete report cards shall have access to dedicated computers to conduct administrative responsibilities and to complete report cards.

L19:09 The Principal shall ensure that every Long Term Occasional Teacher required to complete report cards receives training or assistance as necessary.

L19:10 When a long term occasional teaching assignment is completed prior to the required date for report cards to be submitted, the Long Term Occasional Teacher may be assigned to assist with the completion of report cards. In such an event, the Long Term Occasional Teacher shall be paid for the time to complete the report cards up to a maximum of two (2) days. The rate of pay shall be the rate the Long Term Occasional Teacher received during the long term assignment.

Access to Board Communications

L19:11 All Long term Occasional Teachers shall be provided with a user I.D. and password, and access to the Board's e-mail system.

L – ARTICLE 20 – LEAVES

L20:01 All teachers on the Occasional Teacher Roster will be granted, upon request, in writing, submitted on the Board approved form a leave of absence, from the Occasional Teachers Roster for up to, and including, one (1) school year. It is understood that such requests shall not be made in concert or in combination or by common understanding. An Occasional Teacher may not request more than two (2) consecutive year-long leaves.

L20:02 The Occasional Teacher's name shall be returned to the Occasional Teacher Roster at the end of the leave unless the Occasional Teacher requests otherwise.

Sick Leave

Local Language Superseded by Central Agreement (Part A), see [C7.00 SICK LEAVE](#) and [Letter of Agreement RE: Sick Leave](#)

L20:03 A Long Term Occasional Teacher shall be granted pro-rated sick leave credits on the formula of twenty (20) days per year if working full-time for a full year. It is understood that these days accumulate at the rate of two (2) days per month and are accorded at the beginning of each month of the teaching assignment.

Notwithstanding the foregoing, for Long Term Occasional assignments which are anticipated to be for a duration of five months or more, the days shall be credited at the beginning of the Long Term assignment.

These sick leave days shall be used for sick leave purposes only in the current school year of employment and shall not accumulate from one (1) school year to another unless the assignment carries over the following school year. Where a Teacher is placed on two (2) or more occasional assignments within the same school year, sick leave shall be cumulative for that school year only.

If a Long Term Occasional Teacher is appointed to the probationary or permanent staff of the Board for the ensuing school year without an intervening break in employment, then the employee shall carry forward as a credit any accumulative sick leave balances as of the preceding June 30th.

A Long Term Occasional Teacher who is absent due to illness in excess of five (5) consecutive school days must submit medical certification of such illness from a qualified physician. However, the Board may require medical certification where a Long Term Occasional Teacher is absent for less than five (5) days and states such absence was due to illness.

Other Leaves

L20.04 A request for leave by a Long Term Occasional Teacher will be governed by Board Policy 411 – Absences and Leaves as amended from time to time. (Copy attached – for information purposes only.)

Voluntary Leave of Absence

L20:05 The time of any leave under this Article shall not count for experience or salary.

Leave For Union Business

L20:06 At the request of the Local, the Board shall grant paid release time to the Local President or designate in order to conduct Union business.

L20:07 The Union will reimburse the Board for costs incurred beyond twenty-five (25) days under clauses 20:06 and 20:07.

L20:08 The person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, pension and the accumulation of seniority,

sick leave and teaching experience as if employed by the board as a Long Term Occasional Teacher.

L20:09 The Board shall pay up to four (4) Occasional Teachers involved in negotiations for scheduled meetings with the Board which occur between the hours of 8:00 am and 5:00 pm as follows:

- a) Daily Occasional Teachers shall receive the appropriate daily rate, and
- b) Long Term Occasional Teachers shall receive the appropriate daily rate, pro-rated at the appropriate salary grid level.

Family Medical Leave or Critically Ill Child Care Leave

See Central Agreement (Part A) [C11.00 STATUTORY LEAVES OF ABSENCE/SEB](#)

L – ARTICLE 21 – PREGNANCY/PARENTAL LEAVE

See also Central Agreement (Part A) [C11.00 STATUTORY LEAVES OF ABSENCE/SEB](#)

L21:01 This Article shall apply to Long Term Occasional Teachers only.

L21:02 Upon application in writing, a Long Term Occasional Teacher who is pregnant and who has been employed by the Board at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence of at least seventeen (17) weeks.

L21:03 Seniority and credit for teaching experience shall continue to accumulate during such leave. It is understood that these entitlements would be calculated according to the expected duration of the Long Term Occasional Teacher's assignment had the Long Term Occasional Teacher not taken pregnancy leave.

L21:04 a) A Long Term Occasional Teacher may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

- b) The Long Term Occasional Teacher shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

L21:05 In the case of a Long Term Occasional Teacher who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the Long Term Occasional Teacher expected to give birth, clause 21:04 will not apply. The procedure will be as indicated in clause 21:06 which follows.

L21:06 Within two (2) weeks of stopping work a Long Term Occasional Teacher described in clause 21:05 above must give the Board:

- a) a written notice of the date the pregnancy leave began or is to begin; and
- b) a certificate from a legally qualified medical practitioner that:
 - i) in the case of a Long Term Occasional Teacher who elects to stop working because of complications caused by the pregnancy, states the Long Term Occasional Teacher is unable to perform her duties because of complications caused by the pregnancy and states the expected birth date; or
 - ii) in any other case, states the date of birth, still-birth or miscarriage and the date the Member was expected to give birth.

L21:07 The pregnancy leave ends:

- a) the later of six (6) weeks after birth, still-birth or miscarriage, seventeen (17) weeks after the leave began, or;
- b) at an earlier date if Long Term Occasional Teacher gives the Board at least two (2) weeks written notice of the date.

L21:08 A Long Term Occasional Teacher returning from a pregnancy leave shall have the right to be assigned to the same position held prior to going on leave if the position at that location is still available, or to a comparable position if it is not available. It is understood that reinstatement in accordance with this clause applies only for the expected duration of the Long Term Occasional Teacher's assignment.

L – ARTICLE 22 - STATUTORY PARENTAL LEAVE

L22:01 For the purpose of this Article, parents shall be defined as one of the following:

- a) natural father or mother;
- b) adoptive father or mother;
- c) any person in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

L22:02 Upon application in writing, a Long Term Occasional Teacher who has been employed by the Board for at least thirteen (13) weeks and who is a parent of a child is entitled to a leave of absence without pay following:

- a) the birth of the child; or
- b) the coming of the child into custody, care and control of a parent for the first time.

- L22:03 The Parental Leave of a Long Term Occasional Teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.
- L22:04 For Long Term Occasional Teachers not covered under clause 22:03 Parental Leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- L22:05 The Long Term Occasional Teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.
- L22:06 If a Long Term Occasional Teacher wishes to change the date when a Parental Leave is scheduled to begin the long-term Occasional Teacher must give written notice:
- a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or
 - b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.
- L22:07 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board immediately.
- L22:08 The Parental Leave ends:
- a) eighteen (18) weeks after it begins; or
 - b) at an earlier date if the Member gives the Board at least two (2) weeks written notice before the earlier date; or
 - c) to a later date if the Member gives the Board at least two (2) weeks written notice before the date the leave was to end provided the parental leave does not extend beyond eighteen (18) weeks.
- L22:09 A Long Term Occasional Teacher returning from a parental leave shall have the right to be assigned to the same position held prior to going on leave if the position at that location is still available, or to a comparable position if it is not available. It is understood that reinstatement in accordance with this clause applies only for the expected duration of the Long Term Occasional Teacher's assignment.

L – ARTICLE 23 – UNION REPRESENTATION

- L23:01 The Bargaining Unit shall continue to have access to the Board's courier service for communication with its members and with the Board's representatives.

L23:02 The Board shall provide Occasional Teachers with suitable meeting space on request, free of charge, provided this does not interrupt the instructional program. It is understood that any additional custodial costs incurred by the Board as a result of making meeting space available to the Union shall be borne by the Union.

L – ARTICLE 24 – CORRESPONDENCE

L24:01 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Senior Administrator of Human Resources, or designate, and to and from the President of the Local or designate.

L – ARTICLE 25 – PROFESSIONAL DEVELOPMENT

L25:01 The Board shall provide information to the Local about the professional development activities provided by the Board.

L25:02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.

L25:03 A Long Term Occasional Teacher who is scheduled to work where there is a Professional Activity Day will be paid for the days and will be required to participate in the scheduled professional activity sessions.

L25:04 Effective September 1, 2009, the board shall remit, annually, the sum of four thousand five hundred dollars (\$4500) to the Local for the education and professional development of its members.

L25:05 A Daily Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board or the Local. Requests are to be made to the activity organizer and approval is subject to the activity organizer's discretion.

L – ARTICLE 26 – BULLETIN BOARDS

L26:01 The Board agrees to supply space on its existing bulletin boards in elementary schools for the posting of notices which may be of interest to Occasional Teachers.

L26:02 The Union or the Local shall be permitted to post notices which it believes to be of interest to Occasional Teachers.

L – ARTICLE 27 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE

L27:01 An Occasional Teacher who is called for an assignment, who reports, and who finds that his or her services are not required shall be paid a half day's pay for

reporting for duty for a half day assignment or a full day's pay for reporting for a full day's assignment. It is understood that the rate of pay is at the Daily Occasional Teacher rate.

- L27:02 In the event of an emergency closure of a school or early dismissal for emergency reason, Occasional Teachers who were scheduled to work a full day shall receive a full day's pay and Occasional Teachers who were scheduled to work a half-day shall receive a half-day's pay.
- L27:03 The Board shall give notice of cancellation of any pre-arranged assignment by 8:00 p.m. of the previous day. Cancellation by administration, made after this time will result in full payment for the original assignment. When an Occasional Teacher cancels the assignment, for any reason other than inclement weather, the Occasional Teacher shall give notice of cancellation of their assignment to the Board's automated system, and by telephone to the school as soon as possible.
- L27:04 Notwithstanding 27:03, if Smart Find offers the Occasional Teacher an alternate assignment for the cancelled day's work that is within the parameters set forth by the teacher on the Subject Preference / Renewal Form, no payment is owing for the cancelled job.
- L27:05 In all cases where an Occasional Teacher receives pay under this Article, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.
- L27:06 An Occasional Teacher with two (2) consecutive days in one class shall be permitted to withdraw from a previously arranged assignment provided that the notice of withdrawal is received by 4:00 p.m. on the preceding day by the Smart Find system.
- L27:07 The offer of an occasional teaching assignment should not be conditional on the willingness of the Occasional Teacher to prepare lessons for the day's work.
- L27:08 Notwithstanding the cancellation or delay of buses, Occasional Teachers shall make every reasonable effort to arrive at their assignment school on time. If unable to travel to the assigned site, teachers should provide assistance at the nearest Upper Grand District School Board school in proximity to their residence. The Occasional Teacher shall notify the school where they accepted the original assignment of the circumstances. The Principal or designate will determine if the job cancellation shall be entered into the Board's automated system. The Occasional Teacher shall be paid provided the Occasional Teacher attends for the duration of the assignment at an Upper Grand District School Board school.
- L27:09 When inclement weather makes travel too dangerous to reach any Board school, the Occasional Teacher shall notify the school where they accepted the original assignment of the circumstances. The Principal or designate will

determine if the job cancellation shall be entered into the Board's automated call out system. Payment for the assignment shall be determined in accordance with the Board's Inclement Weather Policy.

L – ARTICLE 28 – HARASSMENT

L28:01 The Board, in consultation with the Union, will develop, implement and maintain a harassment policy.

L28:02 An Occasional Teacher has the right to lodge a complaint of harassment with the Board without fear of reprisal or threat of reprisal for so doing.

L28:03 The complaint will be investigated and necessary actions will be taken to resolve the situation in accordance with the Board's harassment policy.

L – ARTICLE 29 – PAY EQUITY

L29:01 The Parties agree that persons covered by this Agreement shall continue to receive compensation without regard to their gender.

L29:02 It is jointly agreed by the Parties that the provision through this Collective Agreement of rates of pay for Daily Occasional Teachers and Emergency Supply Instructors and rates of pay based on qualifications and years of experience for Long Term Occasional Teachers represents a gender neutral evaluation system and a Pay equity Plan for the purposes of the Pay Equity Act.

L – ARTICLE 30 – BENEFITS

See also Central Agreement (Part A) [C6.00 BENEFITS](#) and [LETTER OF AGREEMENT #6 Re: Benefits](#)

L30:01 Subject to the agreement of the carriers, an Occasional Teacher may access the benefits package in effect under the Elementary Teachers' Collective Agreement. The Occasional Teacher is responsible for requesting benefits coverage. The following conditions shall apply:

- a) all benefits are to be paid one hundred percent (100%) by the Occasional Teacher;
- b) the Board shall receive premium payments from the Occasional Teacher and remit premiums to the carriers;
- c) benefits must be prepaid six (6) months at a time by the Occasional Teacher providing six (6) cheques postdated for the beginning of each month for the period of benefit coverage;
- d) An Occasional Teacher who withdraws from the benefits plan is not entitled to any rebate. However, the Board would attempt to obtain a rebate

from the carrier(s) on behalf of the teacher and, if successful, would pass on any rebate to the teacher.

e) Notwithstanding 30:01 (a) Occasional Teachers who have completed an assignment or assignments equivalent to 80 consecutive FTE days and have a further FTE assignment shall become eligible for extended health and dental benefits on the same basis as regular Elementary Teachers. (It is understood that a break in service of up to 5 consecutive days and/or July/August will be considered as continuous service).

f) Benefits will conclude at the end of the assignment unless there is no break in service.

L – ARTICLE 31 – DURATION AND RENEWAL

Local Language Superseded by Central Agreement (Part A), see [C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL](#)

L31:01 This Agreement shall be in effect from September 1, 2014 and shall continue in force to and including August 31, 2017 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not more than ninety (90) days or less than thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

L31:02 Notwithstanding Article 31:01, either party may notify the other in writing, between April 1 and thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

L31:03 If either party gives notice of its desire to negotiate amendments in accordance with Article 31:01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for renewal of the Agreement in accordance with the Ontario Labour Relations Act.

L31:04 No changes can be made to this Agreement without the written mutual consent of the parties.

L31:05 This Agreement shall form the basis of computing all salaries and other conditions defined herein.

L31:06 Any amendments to this Agreement shall be made only by mutual consent, in writing, of the Parties to this Agreement.

Signatures

Dated and signed at Guelph, Ontario this 5th day of July, 2016.

For the Board:

Mantle Rogers
Mark King

For the Union:

[Signature]
[Signature]
Marina Howlett

L – LETTER OF AGREEMENT
between
The Upper Grand Elementary Occasional Teachers' Local
and
The Upper Grand District School Board

Re: Occasional Teacher Procedures Handbook

The parties will establish a committee with two representatives of the Board and two from the Union to review and revise, as required, the template for the Occasional Teacher Procedures Handbook. The committee shall meet within sixty (60) days of local ratification and complete its work by June 30, 2016.

Dated and signed at Guelph, Ontario this 5th day of July, 2016.

For the Board:

Maitha Rogers
Mab King

For the Union:

[Signature]
[Signature]
Maurna Howlett

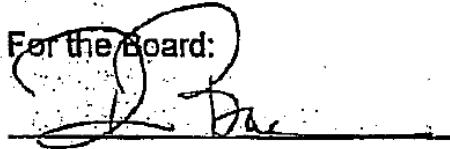
L – LETTER OF AGREEMENT
between
The Upper Grand Elementary Occasional Teachers' Local
and
The Upper Grand District School Board

Re: Pandemic

In the event of a pandemic which impacts upon the Upper Grand District School Board, the parties agree to meet to discuss the continued operation of Board/school functions with a reduced staff.

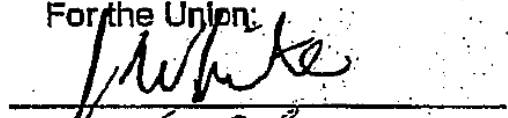
Dated and signed at Guelph, Ontario this 12th day of August, 2009.

For the Board:



Mark Rogers

For the Union:



Marina Howlett

Absences and Leaves Policy

HUMAN
RESOURCES

ABSENCES AND LEAVES

411

POLICY

It is the policy of the Upper Grand District School Board to consider granting absences and leaves to its employees for specific purposes.

Administrative Detail

1. It is the responsibility of the appropriate Superintendent to administer this Policy in accordance with the Absences and Leaves Procedures Manual 411-A.
2. Employees will apply for an absence or leave on the Request Under Absence and Leave Policy Form 411 (available from Human Resources).
3. Time allowed for various absences and leaves shall be in accordance with this policy unless superseded by a specific collective agreement.
4. This Policy will be reviewed every three (3) years or as required by legislative changes.

A. GENERAL

1. Prior consent for an absence shall be secured whenever possible.
2. Under special circumstances, the Director of Education, as outlined in this policy, may extend an absence/leave.
3. When an employee requests a leave of absence or becomes absent for a reason not specified in this Policy, the Director of Education shall decide whether to grant or refuse the request, the payment of salary and other benefits.
4. An employee may appeal to the Board, through the Director of Education, for a review of a ruling based on the application of this Policy.

B. ABSENCES WITHOUT LOSS OF SALARY AND BENEFITS

1. Bereavement

In special circumstances the leave may be extended at the sole discretion of the Director.

In cases of personal bereavement, leave will be granted as follows:

- a) Immediate family (e.g. parent, spouse/partner or child) - up to five (5) days.
 - b) Sibling of employee or sibling of spouse/partner - up to three (3) days.
 - c) Other: In consultation with the Principal/Supervisor and subject to the approval of the Director of Education.
2. Illness in Immediate Family
- a) In case of illness of a spouse/partner, parent or child that requires the employee's urgent personal attention, a leave will be granted up to two (2) days per year.

- b) This leave may be extended under exceptional circumstances in consultation with the Principal/Supervisor and subject to the approval of the Director of Education.

3. Attending Funerals

Principals/Supervisors, after consultation with the appropriate Superintendent, may allow a reasonable representation of employees to attend funerals.

4. Legal Commitments

In cases of legal commitments, leave will be granted as follows:

- a) Jury Duty - no time limit. Jury fee, exclusive of any travel allowance, will be remitted to the Board.
- b) Witness - no time limit. Witness fee, exclusive of any travel allowance, will be remitted to the Board.
- c) Plaintiff or defendant - at the discretion of the Director of Education.
- d) Quarantine or other order of health authorities - according to the provisions of the Education Act and other relevant legislation.

5. Post-Secondary Graduation Exercises

Employees may be granted a leave to a maximum of one (1) day per year for each of the following:

- a) to attend their own graduation ceremony;
- b) to attend the graduation ceremony of their spouse/partner;
- c) to attend the graduation ceremony of each child, providing that the ceremony occurs during normal working hours.

6. Examinations

Employees may be granted leave to write an examination scheduled during normal working hours as follows:

- a) examination centre is within 30 km. of work place - 1/2 day per examination;
- b) examination centre is beyond 30 km. of work place - one (1) day per examination;
- c) the maximum allowed to write an examination(s) is two (2) days per year.

7. External Educational Committees

Allowances for absence for employees serving as members of external educational committees will be set in consultation with the appropriate Superintendent.

8. Personal

Leaves up to one (1) day per year may be granted to an employee for personal reasons, if deemed reasonable by the appropriate Superintendent.

9. Religious Holy Days

Leaves may be granted for major Religious Holy Days for members of that religion.

10. Absences Due to Inclement Weather

- a) Notwithstanding the cancellation of buses, employees shall make every reasonable effort to arrive at their work site on time.

- b) After attempting to travel to their own school/worksite, and failing to do so, employees should provide assistance at the nearest school/worksite within the Board.
- c) Staff who wish to work at a different site must obtain the prior approval of their Principal/Supervisor.
- d) Time missed during the working day, due to inclement weather, will be defined as an absence.
- e) Occasional teachers are not to be used when teachers are absent due to inclement weather.
- f) If an employee is absent due to inclement weather, the employee must complete the Request Under Absence and Leave Policy Form 411, have it reviewed by the Principal/Supervisor and submitted to the appropriate Superintendent who will determine whether a leave will be granted.

C. ABSENCES WITH LOSS OF SALARY AND BENEFITS

- a) In certain situations, upon prior application, and receipt of approval, a leave may be granted to an employee but with loss of salary, cumulative sick leave and retirement allowances.
- b) It shall not be assumed that a willingness to forgo salary, ensures the acceptance of the employee's application for leave.