

PART A

TERMS NEGOTIATED CENTRALLY

BETWEEN

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(hereinafter called 'OPSBA')**

AND

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO)
(hereinafter called 'ETFO')**

PART B

TERMS NEGOTIATED LOCALLY

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD (WRDSB)

AND

WATERLOO REGION OCCASSIONAL TEACHERS' LOCAL (WROT)

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

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 local terms.

TABLE OF CONTENTS – PART A CENTRAL

C1.00	Structure AND CONTENT of Collective Agreement.....	8
C1.1	Separate Central and Local Terms	8
C1.2	Implementation	8
C1.3	Parties.....	8
C1.4	Single Collective Agreement	8
C2.00	Definitions.....	8
C3.00	Length of Term/Notice to Bargain/Renewal	9
C3.1	Single Collective Agreement	9
C3.2	Term of Agreement	9
C3.3	Where Term Less Than Agreement Term.....	9
C3.4	Term of Letters of Understanding	9
C3.5	Amendment of Terms.....	9
C3.6	Notice to Bargain.....	9
C4.00	Central Grievance Process	10
C4.1	Definitions.....	10
C4.2	Central Dispute Resolution Committee	10
C4.3	The grievance shall specify:.....	11
C4.4	Referral to the Committee	11
C4.5	Mediation	12
C4.6	Arbitration	12
C5.00	Benefits.....	12
C5.1	ELHT Benefits	13
C5.2	Eligibility and Coverage.....	13
C5.3	Funding	13
C5.4	Full-Time Equivalent (FTE) and Employer Contributions	15
C5.5	Benefits Committee.....	15
C5.6	Privacy	15
C5.7	Benefits not provided by the ETFO ELHT	15
C5.8	Payment in Lieu of Benefits	16
C5.9	Long Term Disability (Employee-Paid Plans).....	16

C6.00	Sick leave	16
C6.1	Sick Leave/Short Term Leave and Disability Plan	16
C7.00	central labour relations committee	20
C8.00	Ministry/school board initiatives	20
C9.00	DIAGNOSTIC ASSESSMENT	21
C10.00	STATUTORY LEAVES OF ABSENCE/SEB.....	22
C10.1	Family Medical Leave or Critical Illness Leave	22
C10.2	Pregnancy Leave	23
C11.00	CLASS SIZE/STAFFING LEVELS	24
APPENDIX A – RETIREMENT GRATUITIES.....		25
A.	Sick Leave Credit-Based Retirement Gratuities.....	25
B.	Other Retirement Gratuities.....	25
LETTER OF AGREEMENT #1		26
LETTER OF AGREEMENT #2		27
LETTER OF AGREEMENT #3		28
LETTER OF AGREEMENT #4		29
LETTER OF AGREEMENT #5		30
LETTER OF AGREEMENT #6		31
LETTER OF AGREEMENT #7		32
LETTER OF AGREEMENT #8		33
LETTER OF AGREEMENT #9		34
LETTER OF AGREEMENT #10		35
Historical Appendix of Central Terms – For Reference Only		36
LETTER OF AGREEMENT #6		36
APPENDIX A – HRIS File		47

TABLE OF CONTENTS – PART B LOCAL

ARTICLE L.1 - PURPOSE	49
ARTICLE L2 - EFFECTIVE PERIOD	49
ARTICLE L3 - RECOGNITION.....	49
ARTICLE L4 - DEFINITION AND SCOPE	49
ARTICLE L5 - MANAGEMENT RIGHTS.....	50
ARTICLE L6 - STRIKES AND LOCKOUTS	51
ARTICLE L7 - UNION MEMBERSHIP.....	51
ARTICLE L8 - OCCASIONAL TEACHERS' ROSTER	51
ARTICLE L9 - OCCASIONAL TEACHERS TIMETABLE.....	54
ARTICLE L10 - PROVISION OF INFORMATION	55
ARTICLE L11 - OCCASIONAL TEACHER / MANAGEMENT COMMITTEES.....	56
ARTICLE L12 - RATES OF PAY	56
ARTICLE L13 - LEAVE PLANS - LONG-TERM OCCASIONAL TEACHERS.....	60
L13.01 Bereavement Leave	61
L13.02 Jury Duty	61
L13.03 Quarantine	62
(a) Leave for Religious Beliefs and Practices	62
(c) Pregnancy and Parental Leave	62
(c) Family Care	62
(d) Leave for Union Business.....	62
(e) Fifth Disease	62
(f) Severe Weather	63
L13.06 Lunch Period.....	63
L13.07 Travel	63
L13.09 Unscheduled Leaves	64
ARTICLE L14 - GRIEVANCE/ARBITRATION PROCEDURE	64
ARTICLE L15 – JUST CAUSE.....	66
ARTICLE L16 –LOCAL RIGHTS.....	66
ARTICLE L17 - ACCESS TO PERSONNEL FILE	67
ARTICLE L18 –ABSENCE COLLECTION/DEPLOYMENT SYSTEM.....	67

ARTICLE L19– OCCUPATIONAL HEALTH AND SAFETY 67

ARTICLE L20 – POSTING OF LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS 68

ARTICLE L21 – MEDICAL PROCEDURES 68

ARTICLE L22 – PROFESSIONAL DEVELOPMENT 68

ARTICLE L23 – FEDERATION LEAVE 69

ARTICLE L24 – RIGHTS AND RESPONSIBILITIES 69

ARTICLE L25 – RECORD OF EMPLOYMENT/ EMPLOYMENT INSURANCE 69

LOU - Long-Term Occasional Teaching Positions..... 70

LOU - Provision of Electronic Information 70

LOU - Family Care Leave 70

LOU - UNPAID DAYS 71

LOU - LTO Report Cards 71

LOU - Overpayments 72

LOU - Occasional Teacher Roster 72

LOU - Daily Occasional Teacher Reassignment 73

LOU - Professional Development 73

LOU - Responsibility Allowance 73

ALPHABETICAL LIST OF KEY TERMS & ARTICLE NUMBERS

Title	Central Term Article	Local Term Article
Absence Collection/Deployment		ARTICLE L.18
Benefits	C.00, LOA #6	
Class Size/Staffing Levels	C11.00	
Definition and Scope	C2.00	ARTICLE L.4
Effective Period		ARTICLE L.2
Federation Leave		ARTICLE L.23
Grievance/Arbitration	C4.00	ARTICLE L.14
Leaves of Absence	C10.00	ARTICLE L.13
Leaves - Bereavement		L13.01
Leaves – Family Care	C10.1	L13.04 (c)
Leaves – Fifth's Disease		L13.04 (e)
Leaves – Jury or Witness		L13.02
Leaves – Pregnancy and Parental	C10.2	L13.04 (c)
Leaves - Quarantine		L13.03
Leaves – Religious Beliefs		L13.04 (a)
Leaves – Union Business		L13.04 (d)
Lunch Period		L13.06
Management Rights		ARTICLE L.5
Medical Procedures		ARTICLE L.21
Occasional Teacher Roster		ARTICLE L.8
Occasional Teacher Timetable		ARTICLE L.9
Occasional Teacher Management Committees		ARTICLE L.11
Occupational Health & Safety		ARTICLE L.19
Personnel Files		ARTICLE L.17
Posting of Long-Term Assignments		ARTICLE L.20
Professional Development		ARTICLE L.22, LOU
Purpose		ARTICLE L.1
Rates of Pay		ARTICLE L.12
Recognition		ARTICLE L3
Record of Employment		ARTICLE L.25
Report Cards		LOU
Responsibility Allowance		LOU
Retirement Gratuity	APPENDIX A	
Severe Weather		L13.04 (f)
Sick Leave	C6.00, LOA #1	
Strikes and Lockouts		ARTICLE L.6
Travel		L13.07
Union Membership		ARTICLE L.7
Unpaid Days		LOU

PART A

TERMS NEGOTIATED CENTRALLY

BETWEEN

THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION

(hereinafter called 'OPSBA')

AND

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO)

(hereinafter called 'ETFO')

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

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

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

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.

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

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

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

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

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

- ii. Should Plan enhancements of greater than 1% of total benefits costs be made, funding outlined in c) shall be reversed for that year beginning in the month that the Plan enhancement was made, and ETFO shall no longer be eligible for a payment under d) for the duration of the term of the collective agreement.
 - iii. Should these Plan enhancements be reversed, funding shall be reinstated at the levels outlined in c) beginning in the month that the plan enhancement was reversed. However, the eligibility for a payment under d) shall not be reinstated.
- b) Funding amounts for benefits maintenance or improvements:
- i. September 1, 2019: 1%
 - ii. September 1, 2020: 1%
 - iii. September 1, 2021: 1%
- c) In addition to b) funding amounts for inflation:
- i. September 1, 2019: 3%
 - ii. September 1, 2020: 3%
 - iii. September 1, 2021: 3%
- d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:
- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the ETFO Teachers' Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the Employer contributions for the ETFO Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.

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

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

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

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

C5.8 Payment in Lieu of Benefits

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

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

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including

personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

- iv. Where a Teacher is accessing STLDLP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDLP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDLP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDLP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

- i. Teachers accessing STLDLP 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 STLDLP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.

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

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

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

- i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.
- iii. Where the length of the Long-Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iv. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C7.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C7.2** The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C7.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C7.4** The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

C9.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

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

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

C10.2 Pregnancy Leave

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

during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.

- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

Re: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

Re: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

Re: Class Size Data

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

Re: Support for Students Committee

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

Therefore, a provincial committee, with representatives comprised of:

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

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

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

[Return to TOC](#)

[Return to Key Terms](#)

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

PART B

TERMS NEGOTIATED CENTRALLY

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD (WRDSB)

AND

WATERLOO REGION OCCASSIONAL TEACHERS' LOCAL (WROT)

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

ARTICLE L.1 - PURPOSE

- L1.01** It is the intent and purpose of both parties to this agreement to maintain and further a harmonious relationship and to set forth certain terms and conditions of employment as to salary and other matters to which the parties agree including procedures for the prompt disposition of grievances.

ARTICLE L2 - EFFECTIVE PERIOD

See [Central Agreement C3.2](#) – Term of Agreement

See [Central Agreement C3.6](#) – Notice to Bargain

ARTICLE L3 - RECOGNITION

- L3.01** The Board recognizes the Elementary Teachers' Federation of Ontario as the bargaining agent for all Occasional Teachers employed by the Board in its elementary panel.
- L3.02** Elementary Teachers' Federation of Ontario will inform the Board from time to time of who is authorized to act on behalf of the Union.
- L3.03** Elementary Teachers' Federation of Ontario recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purpose of this Agreement.

ARTICLE L4 - DEFINITION AND SCOPE

- L4.01** "Occasional Teacher" means a teacher who is employed to teach as a substitute for a teacher, or a temporary teacher, who
- (a) has died during a school year, the teacher's employment as the substitute shall not extend past the end of the school year in which the death occurred; or
 - (b) is absent from regular duties for a temporary period, the teacher's employment as the substitute shall not extend past the end of the second school year after the absence begins:
- as defined in the Education Act and amended from time to time.
- L4.02** "Certificated Occasional Teacher" means a teacher who is qualified to teach in the province of Ontario as defined in the Acts and Regulations.
- L4.03** "Short-Term Occasional Teacher" means a teacher who is required to teach under Section L4.01 for a period that is less than the time to be defined as a "Long-Term Occasional Teacher" as stated in Section L4.04.

- L4.04** (a) “Long-Term Occasional Teacher” means a teacher who is required to teach under Section L4.01 for a period of **ten (10)** or more consecutive teaching days in the same assignment.
- (b) Long Term Occasional Teachers shall be provided with a minimum of two (2) weeks written notice prior to the termination of a Long-Term Occasional assignment. **Such termination would include reasons such as funding, performance concerns or** if the absent teacher returns to their position prior to the original known end date of their leave. **Termination from a Long-Term Occasional assignment that is performance based shall include an evaluation.** It is understood that in the event of an accommodation and/or return to work plan for a permanent Teacher, a Long-Term Occasional Teacher may have their assignment terminated in accordance with the minimum notice prescribed above.
This language does not limit the Board's management right to discipline up to and including termination of a Long-Term Occasional assignment without an evaluation or termination of employment.
- L4.05** (a) For the purpose of establishing the **ten (10)** day period, a partial day (i.e., part-time assignment) shall be counted as one day.
- (b) During the **ten (10)**-day continuous period, absences for professional activities, professional development days or Federation supported leave days, inclement weather **or school closure (e.g. power loss, flood, lack of staff)** will not break the continuity.
- L4.06** “Occasional Teachers’ Roster” means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the elementary panel of the Waterloo Region District School Board.
- L4.07** “Local” means the Elementary Teachers’ Federation, Waterloo Region Occasional Teachers’ Local.
- L4.08** “Union” means the Elementary Teachers’ Federation of Ontario.
- L4.09** “Board” means the Waterloo Region District School Board or its predecessor.

ARTICLE L5 - MANAGEMENT RIGHTS

- L5.01** The Local recognizes that it is the right of the Board to exercise the regular and customary functions of management in accordance with the statutes and regulations of Ontario and to direct the staff subject to the terms of the Agreement.

ARTICLE L6 - STRIKES AND LOCKOUTS

L6.01 The parties agree that there shall be no strikes or lockouts during the term of this Agreement.

ARTICLE L7 - UNION MEMBERSHIP

L7.01 The Board shall deduct, from every pay period for which an Occasional Teacher receives a pay deposit, the regular Union dues, assessments, and Local levy (if any) as certified by the Union and the Local.

The Union and the Local shall notify the Board in writing, annually and within thirty (30) days prior to any change, as to the amount of union dues, assessments and levy to be deducted.

L7.02 The Union dues and assessments deducted in accordance with Article L7.01 shall be forwarded to the General Secretary of the Elementary Teachers' Federation of Ontario, 136 Isabella Street, Toronto, Ontario, M4Y 1P6, within thirty (30) days of the dues and assessments being deducted.

L7.03 The Local levy deducted in accordance with Article L7.01 shall be forwarded to the Local within thirty (30) days of the levy being deducted.

L7.04 All Occasional Teachers who are accepted by the Board as Occasional Teachers in the elementary panel shall, as a condition of employment, either maintain their Local membership or become Local members upon the signing of the Collective Agreement within a period of thirty (30) days. All new Occasional Teachers in the elementary panel shall, as a condition of employment, subsequent to the signing of the Collective Agreement, become and remain Local members.

L7.05 The Union and the Local shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of making the required deductions as authorized by the Union and the Local.

ARTICLE L8 - OCCASIONAL TEACHERS' ROSTER

L8.01 (a) The Board shall use only those Certificated Occasional Teachers whose names are on the elementary Occasional Teacher Roster for short term and long term occasional teaching assignments. It is understood that when a Certificated Occasional Teacher is not available, the Board may appoint a person who is not a teacher under Regulation 298 section 21, Appointment to teach in case of emergency.

(b) Newly hired Elementary Occasional Teachers will be required to complete the equivalent of a ten (10) full working day probationary period.

- L8.02** (a) The Board shall maintain a Roster of occasional teachers, the maximum number of which shall not exceed 33% of the number of FTE elementary teachers on October 31st of each school year. This number shall not include the FTE for Long Term Occasional Teachers or Occasional Teachers on approved leave of absence. **Retired teachers on the Elementary Occasional Teacher Roster shall be valued at 0.25 against the cap.**
- (b) Those Occasional Teachers who are hired after October 31st for the purpose of teaching specialist positions (e.g. French As Second Language, Deaf and Hard of Hearing, Blind and Vision) as identified under the Education Act and its regulations and programs shall not be included on the Roster outlined in L8.02 (a) for the remainder of the current school year in which they were hired. For clarification, those additional Specialist Occasional Teachers who are hired after October 31st in one school year shall be considered part of the Roster in L8.02 (a) in the following school year.
- (c) Should the number of Occasional Teachers on the Roster be exceeded due to the return of Long Term Occasional Teachers, Occasional Teachers on leave of absence or due to the addition of Specialist Occasional Teachers during the current school year, as set out in Article L8.02 (a) and (b), it is agreed that no additional Occasional Teachers will be added to the Occasional Teacher Roster until the total number of Occasional Teachers on the Roster falls below 33% of the number of FTE elementary teachers on October 31st of each year, through attrition.
- (d) The Manager of Human Resources responsible for Elementary Occasional Teachers shall communicate with the Local President prior to any additions to the Roster in accordance with L8.02 (b).
- (e) Additions to the Roster exceeding the 33%, shall only occur by mutual consent of the Local and the Board.
- (f) If the Board experiences increased fail to fill assignments in any school year, the parties agree to meet and determine a course of action by mutual consent. (e.g. increase the number of Occasional Teachers on the Roster beyond the cap).
- L8.03** An Occasional Teacher shall be responsible for inputting any change to their current address and telephone number electronically in the Board's database, so that the Board can contact the Occasional Teacher regarding teaching assignments.
- L8.04** An Occasional Teacher who wishes his/her name to be removed from the Roster **shall complete the Board webform for Resignation/Retirement and submit it electronically for approval.**

- L8.05** An Occasional Teacher who has accepted occasional teacher assignments that constitute a minimum of **twenty -five (25)** full or half days of work prior to June 15th each school year shall have their name maintained on the Occasional Teachers' Roster for the next school year. For those Occasional Teachers returning from leave of absence, **initiating a statutory leave of absence** or hired after the first day of the school year the **twenty -five (25)** full or half days of work requirement shall be pro-rated.
- L8.06** An Occasional Teacher who has not accepted occasional teacher assignments that constitute a minimum of **twenty -five (25)** full or half days of work prior to June 15th each school year will be notified by Human Resources by email no later than June 30th that their name will be removed from the Elementary Occasional Teacher Roster effective June 30th. On or about June 1st the Board will provide the Local with a list of members in jeopardy of not meeting the **twenty -five (25)** full or half days of work requirement.
- L8.07** An Occasional Teacher whose name has been removed from the Roster may appeal the decision in writing to the Manager of Human Resources responsible for Elementary Occasional Teachers no later than August 31st. Included in the Occasional Teacher's appeal will be an explanation for not reaching the **twenty -five (25)** full or half day threshold. The Human Resources Manager responsible for Elementary Occasional Teachers and the Local President or designate will review the Occasional Teacher's appeal to determine if an exemption is to be granted. If agreement on the appeal cannot be reached, the Occasional Teacher's name will be placed on the Occasional Teachers' Roster for the next school year. In the event that the same circumstance arises with the same Occasional Teacher in the year following placement back on the Roster and should no agreement be reached regarding continued placement on the Occasional Teachers' Roster the Occasional Teacher's name shall be removed from the Occasional Teachers' Roster.
- L8.08** An Occasional teacher who has accepted Occasional Teacher assignments that constitute a minimum of **twenty -five (25)** full or half days of work prior to June 15th each school year may have their name **temporarily removed** from the Occasional Teachers' Roster for a period not to exceed one school year. **Such Occasional Teachers who are temporarily removed will not count against the Occasional Teacher cap.** The request will be made in writing to the Human Resources Manager responsible for Elementary Occasional Teachers and such request must be made thirty (30) days prior to the start date of the granted leave.
- L8.09** Occasional teachers who are unable to complete the required **twenty -five (25)** minimum full or half days of work due to a personal illness or serious family illness shall be allowed, with written notification, to have their name temporarily removed from the Occasional Teacher **Roster** and not be subject to the threshold in Article L8.05. For clarification, Family shall be defined as immediate family as set out in Article L13.01 (a) and (b) herein.

L8.10 An occasional teacher's name shall be removed from the Roster for the following reasons:

- (i) **They are** removed for just and sufficient cause;
- (ii) **They** ask to have his/her name removed from the Roster;
- (iii) **They** fail to meet the conditions outlined in Article L8.05, unless reinstatement is granted under Article L8.07.

ARTICLE L9 - OCCASIONAL TEACHERS TIMETABLE

L9.01 On the first day of a teaching assignment, **where** the Occasional Teacher **has** supervision duty before the commencement of the assignment, **and the Occasional Teacher has not been previously notified of such duty, the Principal will make every effort not to assign the duty to the Occasional Teacher.**

L9.02 (a) The Occasional Teacher will be assigned only the regularly scheduled duties of the teacher being replaced. In the event that the assignment is less than one-half day or less than a full day, the Principal or designate may assign other teaching duties for the remainder of the instructional day. For further clarification, no additional supervision duties shall be assigned for the remainder of the instructional day.

(b) **When there is a fail-to-fill in the school, Occasional Teachers may be required to forego scheduled planning time and may be assigned additional teaching duties at the discretion of the Administrator. Should the Short-term Occasional Teacher lose preparation time, the Occasional Teacher shall receive compensation for this time based on the number of preparation minutes lost and based upon the Occasional Teacher's daily rate of pay (Daily instruction minutes and daily supervision minutes divided by the daily rate of pay).**

(c) **On the first day of a short-term occasional teaching assignment, where the Occasional Teacher has more than one period of preparation time due to the timetable of the teacher they are replacing, the Principal or designate may assign other teaching or supervision duties beyond the thirty (30) minutes of preparation time. The Occasional Teacher shall not receive compensation for this lost preparation time.**

d) **Missed preparation Time for Occasional Teachers in an LTO assignment shall be rescheduled. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, and every effort will be made to pay back this time no later than three (3) months after the loss of the preparation time. If the LTO has not been paid back their missed preparation time by the end of the assignment, the LTO shall be compensated at their grid rate.**

L9.03 The Board shall give a minimum of two (2) hours' notice of cancellation of any prearranged assignment.

Should cancellation of a prearranged assignment occur without notice, the Employer shall pay the Occasional Teacher the pay they would have received for that assignment and the Occasional Teacher shall report for alternate duties, which may include being reassigned by the Board to another school, provided that the school is within the same family of schools as reflected in the deployment system (i.e. Board's Absence Collection/Deployment System). The Occasional Teacher shall be reimbursed at the Board's current rate per kilometer for the distance between the original school assignment and the reassigned school site.

L9.04 (a) When a case of Fifth Disease in the school is known to the Principal, **they** shall notify the school staff. Short Term Occasional Teachers who may have been exposed to Fifth Disease for whom the exposure is a concern will advise the Principal immediately, who in turn will advise Human Resources in order that Human Resources can redeploy the Short Term Occasional Teacher to another location.

(b) The Occasional Teacher will inquire and the Principal shall provide information to the Occasional Teacher on communicable diseases in the school's environment which may adversely affect the health of the Occasional Teacher.

L9.05 In the event of an early dismissal for emergency reasons, Occasional Teachers will be paid full pay at the applicable rate of pay according to the assignment.

L9.06 The Board shall ensure that a current provision of materials form shall be provided to occasional teachers who are in short term assignments.

ARTICLE L10 - PROVISION OF INFORMATION

L10.01 The Board agrees to provide employees with an electronic copy of the Collective Agreement and the name of the President of the Local and the address and phone number of the office where the President can be contacted.

L10.02 The Local shall notify the Board in writing of the names of its representatives as follows: officers, negotiating committee members, and grievance committee members.

L10.03 Board data and any other data relevant to the negotiation and administration of the Collective Agreement shall be made available to the Bargaining Unit upon written request, if such material has been or will be produced for the District School Board's use.

L10.04 The Board agrees to provide the Local President with a list of Occasional Teachers, which includes the number of short term assignments and long term assignments. The list, which is updated regularly, is available electronically by the Local President.

ARTICLE L11 - OCCASIONAL TEACHER / MANAGEMENT COMMITTEES

- L11.01** An Occasional Teacher/Management Committee will meet at the request of either party to discuss items of concern.
- L11.02** The Occasional Teacher/Management Committee shall meet during the instructional day. Any release time used by the Local and paid through Board payroll will be reimbursed to the Board by the local.
- L11.03** The Committee shall make recommendations to be presented to the administration.
- L11.04** The Waterloo Region Occasional Teachers' Local will have a representative on the Waterloo Region District School Board Joint Health and Safety Committee, the Occasional Teacher/Management Committee and the Staff Advisory Committee. The Union may make application to the Chair of the committee to which they wish to seek membership. Inclusion on the "Committee" will be at the discretion of the Chair of the "Committee". The representative for each committee will be a member of the Waterloo Region Occasional Teachers' Local.

ARTICLE L12 - RATES OF PAY

- L12.01** The Board shall pay rates of remuneration in accordance with the following:
- (a) The daily rate for Short-Term Assignments shall be:
- 1/190.26 of Category A1, 0 years' experience of the Basic Salary Scale of the current Elementary Teachers' Federation of Ontario – Waterloo Region Teachers' Local Collective Agreement. Vacation pay is included in the daily rate.
- (b) Long-Term Occasional Teacher
- An Occasional Teacher employed on a regular basis for **ten (10)** or more teaching days in any one school year shall be paid a prorated salary appropriate to the teacher's qualifications and experience, in compliance with the established salary schedule, retroactive to the date of appointment in that position. It is understood and agreed that the salary of the Long-Term Occasional Teacher include vacation and statutory holidays.
- (c) Method of Payment
- For the **2019/2020 School Year** payment dates shall take place on the following dates:

2019/2020 School Year

August 30, 2019	January 3, 2020	May 8, 2020
September 13, 2019	January 17, 2020	May 22, 2020
September 27, 2019	January 31, 2020	June 5, 2020
October 11, 2019	February 14, 2020	June 19, 2020
October 25, 2019	February 28, 2020	July 3, 2020
November 8, 2019	March 13, 2020	July 17, 2020
November 22, 2019	March 27, 2020	July 31, 2020
December 6, 2019	April 9, 2020	August 14, 2020
December 20, 2019	April 24, 2020	

**September 27th – nine (9) days in pay period, January 17th – zero (0) days in pay period, April 9th – five (5) days in pay period, July 17th five (5) days in pay period.*

For the **2020/2021 School Year** payment dates shall take place on the following dates:

2020/2021 School Year

August 28, 2020	December 31, 2020	May 7, 2021
September 11, 2020	January 15, 2021	May 21, 2021
September 25, 2020	January 29, 2021	June 4, 2021
October 9, 2020	February 12, 2021	June 18, 2021
October 23, 2020	February 26, 2021	July 2, 2021
November 6, 2020	March 12, 2021	July 16, 2021
November 20, 2020	March 26, 2021	July 30, 2021
December 4, 2020	April 9, 2021	August 13, 2021
December 18, 2020	April 23, 2021	

**September 25th – seven (7) days in pay period, January 15th – zero (0) days in pay period, May 5th – five (5) days in pay period, July 16th seven (7) days in pay period.*

For the **2021/2022 School Year** payment dates shall take place on the following dates:

2021/2022 School Year

August 27, 2021	December 31, 2021	April 22, 2022
September 10, 2021	January 14, 2022	May 6, 2022
September 24, 2021	January 28, 2022	May 20, 2022
October 8, 2021	February 11, 2022	June 3, 2022
October 22, 2021	February 25, 2022	June 17, 2022
November 5, 2021	March 11, 2022	June 30, 2022
November 19, 2021	March 25, 2022	July 15, 2022
December 3, 2021	April 8, 2022	July 29, 2022
December 17, 2021		August 12, 2022

**September 24th – seven (7) days in pay period, January 14th – zero (0) days in pay period, April 8th – five (5) days in pay period, July 15th seven (7) days in pay period.*

(d) Contract Teacher Basic Salary Scale

Effective September 1, 2019:

YEAR	A1	A2	A3	A4	AX
0	47,003	48,877	54,473	57,723	43,460
1	50,278	52,507	58,424	61,925	46,489
2	53,548	56,143	62,364	66,253	49,513
3	56,810	59,783	66,307	70,593	52,530
4	60,089	63,424	70,253	74,930	55,564
5	63,389	67,062	74,209	79,260	58,587
6	66,632	70,699	78,152	83,596	60,613
7	69,904	74,337	82,105	87,935	63,591
8	73,176	77,970	86,053	92,283	66,565
9	76,448	81,611	90,004	96,622	69,546
10	80,151	85,246	93,957	100,985	72,931
11					74,938

Effective September 1, 2020:

Years	A1	A2	A3	A4	AX
0	47,473	49,366	55,018	58,300	43,895
1	50,781	53,032	59,008	62,544	46,954
2	54,083	56,704	62,988	66,916	50,008
3	57,378	60,381	66,970	71,299	53,055
4	60,690	64,058	70,956	75,679	56,120
5	64,023	67,733	74,951	80,053	59,173
6	67,298	71,406	78,934	84,432	61,219
7	70,603	75,080	82,926	88,814	64,227
8	73,908	78,750	86,914	93,206	67,231
9	77,212	82,427	90,904	97,588	70,241
10	80,953	86,098	94,897	101,995	73,660
11					75,687

Effective September 1, 2021:

Years	A1	A2	A3	A4	AX
0	47,948	49,860	55,568	58,883	44,334
1	51,289	53,562	59,598	63,169	47,424
2	54,624	57,271	63,618	67,585	50,508
3	57,952	60,985	67,640	72,012	53,586
4	61,297	64,699	71,666	76,436	56,681
5	64,663	68,410	75,701	80,854	59,765
6	67,971	72,120	79,723	85,276	61,831
7	71,309	75,831	83,755	89,702	64,869
8	74,647	79,538	87,783	94,138	67,903
9	77,984	83,251	91,813	98,564	70,943
10	81,763	86,959	95,846	103,015	74,397
11					76,444

L12.02 It is the responsibility of the Long-Term Occasional Teacher to provide the Board with a Q.E.C.O. Programme 5 Certification Rating Statement and supporting documents. Such documentation shall be submitted within five (5) months of the commencement of the Long-Term Occasional assignment, **and the salary adjustment will be applied retroactively to the start date of the assignment. In the event the documentation is received by Human Resources after the five (5) months, and is within the assignment period, the salary adjustment will occur effective the day following receipt of the supporting documentation by Human Resources. In the event the documentation is received by Human Resources after the five (5) months and the assignment has ended, the salary adjustment will be applied to the next LTO assignment.**

L12.03 Previous probationary and/or permanent teaching experience in Ontario shall be recognized as teaching experience for the purpose of placing a Long-Term Occasional Teacher on the Elementary Teachers’ Federation of Ontario – Waterloo Region Teachers’ Local Salary Grid. It is the responsibility of the Long-Term Occasional Teacher to provide Human Resources with supporting documents. **Where the Long-Term Occasional teacher provides Human Resources with the supporting documents within five (5) months of the start date of the assignment, the salary adjustment will be retroactive to the start of the LTO assignment.** In the event the documentation is received by Human Resource after the five (5) months, and is within the assignment period, the salary adjustment will occur **effective** the **day** following receipt of the supporting documentation **by Human Resources.**

- L12.04** (a) Long-term Occasional Teaching experience shall be recognized as teaching experience for purposes only of placing a Long-Term Occasional Teacher on the salary grid in effect in the Board's Elementary Teachers' Collective Agreement.

Recognition of such experience is contingent upon proper documentation and such documents must be submitted to Human Resources within five (5) months of the assignment.

- (b) Effective January 1, 2003, if at the time of calculation there are ninety-seven (97) or more days of experience in excess of full years of experience, the days shall be considered to be equivalent to one (1) year of experience for placement on the grid.
- (c) Calculation of experience will be completed as of August 31st each year.

- L12.05** Long-Term Occasional Teachers with previous teaching experience, in Canada or out of the country, including: Canadian Armed Services, Adult Education Centres, College of Applied Arts and Technology, University, Accredited Private Schools, Federation Band Schools, on full-time employment will be given credit for teaching experience for grid placement in the amount of one (1) grid step for each full year of similar teaching experience, up to a maximum of five (5) grid steps.

- L12.06** Effective January 1, 2006, Long-Term Occasional Teachers with previous daily occasional teaching experience on or after September 1, 2001 will be given credit for teaching experience for grid placement. Increments shall be granted in accordance with Article L12.04(c).

Recognition of such experience is contingent upon proper documentation and such documents must be submitted to Human Resources within five (5) months of the assignment.

In the event the documentation is received by Human Resources after the five (5) months and is within the assignment period, the salary adjustment will occur effective the day the supporting documentation is received by Human Resources.

- L12.07** A short term Occasional Teacher shall be paid for either a half-day (150 minutes of instructional time or less) or a full day (151 up to 300 minutes of instructional time).

ARTICLE L13 - LEAVE PLANS - LONG-TERM OCCASIONAL TEACHERS

See [Central 7.00\(f\)](#) – Sick Leave and [Letter of Agreement #1](#)

L13.01 Bereavement Leave

- (a) Leave without loss of pay for up to five (5) school days for a bereavement in the immediate family which shall include:

Father	Mother
Sister	Brother
Son	Daughter
Spouse or Equivalent	Stepfather
Stepmother	Stepson
Stepdaughter	Ward
Fiancé(e)	

- (b) Leave without loss of pay for up to three (3) school days for a bereavement in the immediate family which shall include:

Grandfather	Grandmother
Grandchild	Father-in-law
Mother-in-law	Son-in-law
Daughter-in-law	Sister-in-law
Brother-in-law	Stepbrother
Stepsister	Guardian

- (c) Additional leave without loss of salary for up to two (2) school days may be granted for travel time, only if such is required for (a) and (b) under Article L13.01.
- (d) Leave without loss of pay for up to one day for aunt, uncle, niece, nephew or close friend.
- (e) An additional leave with or without loss of pay may be granted by the Director of Education or designate.

L13.02 Jury Duty

A teacher in a Long-Term Occasional assignment who is absent from work by reason of a summons to serve as a juror, or a summons as a witness in any proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged, shall be paid the applicable earnings under Article L.12, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses, that the teacher received as a juror. It is understood that such payment by the Board shall only be made for the period that the Occasional Teacher would have otherwise been employed in the Long-Term Occasional assignment.

L13.03 Quarantine

A Long-Term Occasional Teacher shall be entitled to a leave with pay without loss of experience if, as a result of the teacher's exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the Public Health Authorities from attending upon the teacher's duties.

L13.04 Other Leaves

(a) Leave for Religious Beliefs and Practices

- (i) Leave(s) to observe religious beliefs and practices shall be granted in accordance with the Ontario Human Rights Code.**
- (ii) Employees applying for such religious beliefs and practices days will give five (5) days written notice and will do so via the appropriate Board webform to the Manager, Human Resource Services. Exceptions to the notice period may be considered at the discretion of the Board.**
- (iii) Leave(s) to observe religious beliefs and practices will be limited to a maximum of three (3) days with pay. Days in excess of three (3) for such religious beliefs and practices will be without pay.**

(c) Pregnancy and Parental Leave

Pregnancy and Parental Leave shall be granted as provided by the *Ontario Employment Standards Act* and the regulations established thereunder.

(c) Family Care

A Long-Term Occasional Teacher shall be entitled to a family care leave with pay for up to two (2) school days per year.

(d) Leave for Union Business

- (i) At the request of the Union, the Board shall grant release days for member(s) of the Union to represent the Union on Federation business.**
- (ii) The Union shall reimburse the Board for any costs associated with the release of the member. The occasional teacher(s) shall continue to accumulate teaching experience for the period of leave.**

(e) Fifth Disease

- (i) When a case of Fifth Disease in the school is known to the principal, **they** shall notify the school staff. Long Term Occasional Teachers who may have been exposed to Fifth Disease, for whom the exposure is a concern, will be released with pay for the remainder of the school day to allow the Long**

Term Occasional Teacher an opportunity to consult with the Long-Term Occasional Teacher's physician. If a pregnant Long Term Occasional Teacher or partner of a pregnant woman is advised by her or his physician not to attend the workplace where there is a known case of Fifth Disease, the Long-Term Occasional Teacher has the option to remain at home with loss of sick leave, or to be relocated to an alternative workplace where Fifth Disease has not been reported.

- (ii) If a Long-Term Occasional Teacher wishes to be relocated, the Long-Term Occasional Teacher must make the request in writing, including a doctor's note, to Human Resources. In the interest of time, the request may be made verbally, with written follow-up.
- (iii) The Long-Term Occasional Teacher who wishes to be relocated will remain at home with no loss of sick leave until a reassignment is made. The reassignment will continue until twenty (20) days have passed since the last reported case, or such lesser time as the Long-Term Occasional Teacher requests.

(f) Severe Weather

When a Long-Term Occasional Teacher is unable to reach the Long-Term Occasional Teacher's place of employment from the Long Term Occasional Teacher's residence because of weather conditions, severe enough to make it impossible for the Long Term Occasional Teacher to be present, there will be no pay deduction.

L13.06 Lunch Period

Each full-time Occasional Teacher shall have a forty (40) minute uninterrupted lunch period free of assigned teaching, assigned supervisory duties and other assigned duties with the exception of duties assigned during an emergency.

L13.07 Travel

The Board shall reimburse, at the Board's current rate per kilometer, each Occasional Teacher who is required to travel between two or more schools or locations within the Board's jurisdiction, if the teacher the Occasional Teacher is replacing normally receives the allowance.

L13.08 In all cases where a Long-Term Occasional Teacher receives pay, the time for which the Long-Term Occasional Teacher is paid shall be treated in all other aspects as if it were time worked. Such time shall be included for purposes of calculating seniority, teaching experience, sick leave, and shall not interrupt the continuity of the assignment.

L13.09 **Unscheduled Leaves**

Employees who are unable to return to work following the Summer Break, December Break, March Break or a leave due to issues and/or delays with personal travel plans, the Board will grant the Teacher a leave of absence without pay to cover the unscheduled/unauthorized absence.

ARTICLE L14 - GRIEVANCE/ARBITRATION PROCEDURE

L14.01 TYPES OF GRIEVANCES:

- (a) Individual Grievance: A grievance relating to a particular Occasional Teacher, launched by the Local on behalf of that Occasional Teacher if requested to do so in writing by the Occasional Teacher. The relief sought in the grievance shall relate to that person only.
- (b) Group Grievance: A grievance relating to a listed group of Occasional Teachers, launched by the Local on behalf of those Occasional Teachers. The relief sought in the grievance shall relate only to those listed Occasional Teachers.
- (c) Policy Grievance: A grievance concerning an alleged violation of the Collective Agreement which could not be grieved as either an individual or a group grievance, launched by the Local on behalf of its members.

L14.02 (a) Definition

A grievance shall be defined as any question, dispute, or difference of opinion involving interpretation, application, administration, or alleged violation of this Collective Agreement, including the question of whether a matter is arbitrable.

(b) Recognition

The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance/arbitration procedure.

L14.03 Informal Stage

The Occasional Teacher, or group of Occasional Teachers, will attempt to resolve a grievance by informal discussion with an appropriate supervisor. **Where the complaint is submitted via the Bargaining Unit, the Bargaining Unit shall have an informal discussion with the Manager, Human Resource Services with the responsibility of the group prior to initiating the formal grievance.**

L14.04 Formal Stage

Step 1

- (a) The Union shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated, indicate the relief sought and signed by the Union representative.

The Union shall submit the grievance to **the Senior Manager, Human Resource Services with the responsibility of the group**, or designate, within twenty-five (25) teaching days from the time the Union became or should reasonably have become aware of the circumstances giving rise to the grievance.

(b) The **Senior Manager, Human Resource Services with the responsibility of the group** or designate, shall meet with the grievor(s) and/or Union representative(s) within ten (10) teaching days from the receipt of the grievance. The **Senior Manager, Human Resource Services with the responsibility of the group** or designate shall forward a written decision to the Union within five (5) teaching days of such meeting. **Additional support may be present, if so required by the Senior Manager, Human Resource Services, or designate.**

L14.05 Step 2

Failing settlement at Step 1, the Union shall submit, in writing, the grievance, together with reasons for the submission to the **Coordinating Superintendent, Human Resource Services** or designate within **ten (10)** teaching days of receiving the decision at Step 1. The **Coordinating Superintendent, Human Resource Services** or designate(s) shall meet with the Union within ten (10) teaching days from the receipt of the grievance and shall forward a written decision to the Union within **ten (10)** teaching days of such meeting. **Additional support may be present, if so required by the Coordinating Superintendent, Human Resource Services, or designate.**

L14.06 Step 3

If no settlement is reached in Step 2, the Bargaining Unit may submit the grievance to arbitration within ten (10) working days of receipt of the response in Step 2.

(a) Arbitration

When either party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the Arbitrator. Within twenty (20) working days thereafter, the other party shall respond in writing indicating their agreement of Arbitrator or suggesting another name. If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

(b) Expenses of the Arbitrator

Both parties agree to pay one-half (1/2) of the fees and expenses of the single arbitrator.

L14.07 No Occasional Teacher who is required to be in attendance at any stage of the grievance/arbitration procedure shall be detrimentally affected with respect to any provision in this Collective Agreement.

- L14.08** (a) All time limits fixed herein for the grievance procedure may be extended **at any step in the grievance process** only upon written consent of the parties.
- (b) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- (c) Receipt of notification shall be deemed to be the date of delivery of a **couriered** letter or the date of personal delivery to the party concerned.

L14.09 Policy Grievance

The Bargaining Unit and the District 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 Agreement. A policy grievance shall be presented at Step 2 to the Bargaining Unit or the Senior Manager, Human Resource Services with responsibility of the group, or designate. In the event that a policy grievance is filed by the Bargaining Unit concerning the same matter in dispute that is the subject of an individual grievance, then the grievances shall be referred to Arbitration as provided for in Article L22.03 Step 4.

ARTICLE L15 – JUST CAUSE

- L15.01** No occasional teacher shall be discharged, dismissed, disciplined in any way, have his or her name removed from the Roster, or fail to be assigned work as a result of performance or conduct, without just and sufficient cause. Such cause shall be communicated in writing.

ARTICLE L16 –LOCAL RIGHTS

- L16.01** A member who has been summoned to a meeting or who has formally requested a meeting for the purpose of discussing a professional difficulty shall be entitled to have Bargaining Unit representatives present.
- L16.02** The parties agree there will be no discrimination practiced against members contrary to Human Rights code, nor based on membership in the Local.
- L16.03** The Bargaining Unit shall be allowed to carry out Union business on the Board’s premises at reasonable times and in reasonable locations.
- L16.04** The Board shall provide the Local with access to the Board’s courier.
- L16.05** The Board shall provide to the Waterloo Region Occasional Teachers’ Local bulletin board space in each elementary school for the posting of the Waterloo Region Occasional Teacher Local Newsletter and meeting or workshop notices.
- L16.06** Access to email accounts shall be in accordance with the procedures outlined by the Board. All Occasional Teachers on the Roster will be provided with a Board email account.

ARTICLE L17 - ACCESS TO PERSONNEL FILE

- L17.01** The Occasional Teacher shall have access to their personnel files during normal business hours. A **written** request for access will be made by the Occasional Teacher **with a minimum of one (1) weeks' notice**.
- L17.02** An Occasional Teacher may receive a copy of any material in the file.
- L17.03** An Occasional Teacher who disputes the accuracy or completeness of any information in the personnel file, may make application in writing to the Board to have the information corrected. A copy of the Occasional Teacher's letter will be placed in the Occasional Teacher's file.
- L17.04** **At the Occasional teacher's request**, letters of discipline and related material shall be removed three (3) years after the date the letter was placed in the file provided there has been no intervening disciplinary action for the same or similar concern.
- Notwithstanding the foregoing, disciplinary material pertaining to hands-on misconduct or sexual misconduct, affecting the safety of students and or staff shall remain in the teacher's Human Resources file.**

ARTICLE L18 –ABSENCE COLLECTION/DEPLOYMENT SYSTEM

- 18.01** The parties agree to meet at the request of either party, and in any event, at least once per school year, to review the design and operation of the Board's Absence Collection/Deployment system.

ARTICLE L19– OCCUPATIONAL HEALTH AND SAFETY

- L19.01** The parties agree to the rights and responsibilities as outlined in the "Multi-Workplace Joint Health and Safety Committee" Order of February 28, 2000. When a dispute arises, the parties agree to follow the provisions in the *Occupational Health and Safety Act* in order to resolve the matter.
- The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.
- L19.02** The Parties agree that it is the Board's obligation to provide a safe and healthy workplace environment as provided for in the Occupational Health and Safety Act.
- L19.03** The Board will follow the provisions regarding Work Refusal as provided for in the Occupational Health and Safety Act.
- L19.04** Any incident of violence shall be reported on an Accident Report Form forwarded to the attention of the Joint Health and Safety Committee.

ARTICLE L20 – POSTING OF LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

- L20.01** Only Occasional Teachers currently on the Occasional Teacher **Roster**, who are Qualified, non-probationary and in good standing with the Ontario College of Teachers, may apply to posted Long Term Occasional positions.
- L20.02** Long Term Occasional Teachers in an assignment of less than full time may apply to Long Term Occasional postings to increase their LTO FTE to a maximum of 1.0 provided the timetables of the two positions do not conflict and at no cost to the Board for travel time.
- L20.03** All Long-Term Occasional teaching positions that continue until the last day of school in June will have an end date of the last school day in June.
- L20.04** A copy of those applicants who applied to a position shall be available to the Local Occasional Teacher President upon request.
- Occasional Teacher interviews may occur during the school day, on weekends and holidays only with the mutual consent of the Occasional Teacher and Principal. Otherwise, all interviews will occur outside of the school day. When an interview time is offered outside of the school day, the Occasional Teacher is expected to attend the interview or will be deemed to have been offered an interview and declined. The Board agrees to consider exceptional Human Rights related and unforeseen emergency circumstances where an Occasional Teacher cannot attend the interview.

ARTICLE L21 – MEDICAL PROCEDURES

- L21.01** The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that subjects the Occasional Teacher to injury or liability.

ARTICLE L22 – PROFESSIONAL DEVELOPMENT

- L22.01** All Occasional Teachers will have access to Board sponsored professional development activities and in-service training as it relates to elementary teaching, provided space is available. Any fees charged for a professional development activity or in-service program will be paid by the Occasional Teacher. The Board is under no obligation to notify Occasional Teachers of up-coming professional development activities or in-service training.
- L22.02** A Long-Term Occasional Teacher who is scheduled to work during a period when there is a professional activity day shall be paid for the day and will be required to participate in the scheduled professional activity sessions, including the professional activity day held on the last school day of the year.

ARTICLE L23 – FEDERATION LEAVE

L23.01 The President of the Local or designate and up to one (1) additional FTE shall be granted a leave of absence. The Union will reimburse the Board for any employment costs associated with the leave(s). For the period of the leave(s) the released member(s) will accumulate seniority and experience credit. The designate(s) filling the position(s) herein shall be treated for all purposes, including but not limited to the payment of salary at grid and teaching experience as if employed as a Long-Term Occasional Teacher. The designate(s) filling the position(s) shall be paid through the board's payroll service. It is the responsibility of the designate(s) to adhere to Articles L12.02, L12.03 and L12.04.

ARTICLE L24 – RIGHTS AND RESPONSIBILITIES

L24.01 Both parties to this agreement recognize that, subject to this agreement, it is the sole right and responsibility of the District School Board to operate and manage the affairs of the District School Board in accordance with the statutes and regulations of Ontario.

The parties agree that there shall be no discrimination nor harassment practiced against teachers on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability or by reason of membership in the Bargaining Unit.

ARTICLE L25 – RECORD OF EMPLOYMENT/ EMPLOYMENT INSURANCE

- L25.01** (a) The Record of Employment (ROE) for Short Term and Long Term Occasional Teachers will be submitted electronically in accordance with Service Canada Guidelines.
- (b) Effective September 1, 2009, for the purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

Letter of Understanding

LONG-TERM OCCASIONAL TEACHING POSITIONS

Long-Term Occasional teaching positions of six (6) or more weeks in length, provided the Board has advance notice of not less than three (3) weeks of the start date, will be posted.

For postings that occur during the school-year, the following applicants may be considered:

- the daily occasional teacher who is currently in the assignment provided they have the necessary qualifications and,
- additional candidates, as determined by the Board

Letter of Understanding

PROVISION OF ELECTRONIC INFORMATION

The parties agree that the following information shall be provided by the Board to the Union through the Board's Electronic Communication Portal.

- Name
- Address
- LTO Report (FTE)
- Employee Leaves of Absence

Letter of Understanding

FAMILY CARE LEAVE

Common understandings of acceptable use include:

- attending to unforeseen medical needs of immediate family members such as illness, and hospitalization where an immediate family member requires care or support from the employee
- a specialist appointment where immediate family members require the support from the employee
- attending to urgent/unexpected needs of immediate family members such as, a call advising that childcare is closing immediately due to COVID 19

Common understandings of unacceptable use include:

- **Examples of where the use of family care days are not acceptable include but are not limited to, weddings, sports tournaments/competitions, the death of or care of a pet, transporting parents or children to Florida, taking a child to a drivers examination**

It is further understood that Family Care Days are intended to be used until alternate arrangements can be made.

Letter of Understanding
UNPAID DAYS

An LTO in an assignment greater than eighty (80) instructional days or four (4) months in duration, will be eligible to take up to **three (3)** full unpaid days during the term of their LTO assignment. Such days shall not be split into partial days and cannot be carried from assignment to assignment. Requests for these days must be made **electronically via the Board's webform**, Request for Leave of Absence Form and submitted to Human Resources **Services** department with a minimum of two (2) weeks prior to the leave commencing. **LTOs will be required to prepare lesson plans and appropriate work for each of their classes and be responsible for other regular teaching duties including but not limited to preparation of report cards.**

Letter of Understanding
LTO REPORT CARDS

At the end of an LTO assignment if requested by the Principal to return to the school to enter report card data, and the Occasional Teacher agrees to return, the Occasional Teacher shall be paid the daily Occasional Teacher rate for 1 day. Should the Principal deem it necessary for additional days, such request shall be approved by the Manager, Human Resources **Services** responsible for the employee group.

For Occasional Teachers in an LTO assignment that extends over a period where Provincial report cards are to be submitted, should the assignment commence after a Professional Development (PD) Day dedicated to assessment, and, therefore, the LTO teacher was not provided that PD Day for assessment purposes, the LTO teacher may be provided one (1) day of release time to complete the report card.

**Letter of Understanding
OVERPAYMENTS**

1. The Board will identify a situation where the Board is of the view that an employee has been overpaid.
2. The Board will provide a written explanation to the Employee and the Union of the amount of the alleged overpayment and the reason for it.
3. Within fourteen (14) days of the Board providing the explanation in paragraph two, the Union and the Board will discuss and determine if there is an agreement that there is an overpayment and the amount of the overpayment.
4. If the Employee, Union and the Board agree concerning the fact of the overpayment and the amount of it, then they shall record that agreement in writing within seven (7) days of their agreement.
5. Within twenty-eight (28) days of the agreement referred to in paragraph four, the Board is authorized to deduct up to five percent of the gross wages of the employee in order to satisfy the overpayment. The parties can, by written agreement, change the five percent maximum to a different maximum percentage, either higher or lower.
6. The deductions will continue until the agreed upon amount of the overpayment has been rescinded. The requirement for the Board to implement a statutory notice of garnishment will suspend the deductions for the period that the statutory garnishment is being satisfied.
7. No interest will be charged to an Employee in respect of overpayments or amounts owed in respect of overpayments.
8. The Employee will endeavour, where possible, to repay any overpayment amount in the current calendar year to mitigate potential Canada Revenue Agency (CRA) tax reporting implications.
9. Any disputes regarding alleged overpayments of employees in this bargaining unit, or any issues regarding the interpretation or application of this protocol, may be referred to expedited arbitration as outlined under Section 49 of the Labour Relations Act.

**Letter of Understanding
OCCASIONAL TEACHER ROSTER**

In accordance with L8.02 (f), the parties met during bargaining and in an effort to address the ongoing and increasing number of fail to fill assignments, the parties have mutually agreed to increase the number of Occasional Teachers on the Roster beyond the cap up to 33% beyond the current calculated maximum number as defined in L8.02 (a).

This letter expires August 31, 2022.

**Letter of Understanding
DAILY OCCASIONAL TEACHER REASSIGNMENT**

Where an Occasional Teacher accepts a daily occasional teaching assignment and the originally accepted assignment no longer exists or the occasional teacher is required to cover for another class within the school, the Occasional Teacher may be reassigned within their assignment preferences as listed on their ApplyToEducation profile. It is understood that with mutual agreement, the Occasional Teacher may be reassigned outside of their ApplyToEducation profile.

Where an Occasional Teacher accepts a daily occasional teaching assignment and the originally accepted assignment no longer exists and there is no other need for coverage at the school, the Occasional Teacher will only be reassigned to a school location and assignment preference identified within the Occasional Teacher's ApplyToEducation profile.

Notwithstanding the above, it is understood that an Occasional Teacher may choose to decline the daily assignment and will not be paid.

This letter expires August 30, 2022.

Letter of Understanding

PROFESSIONAL DEVELOPMENT

The Board agrees to provide \$3,000.00 per year for the school years 2019-2020 and 2020-2021, and \$4,000.00 for the 2021-2022 school year. The funds are to be used for the purpose of facilitating Professional Development for Elementary Occasional Teachers to support student achievement and well-being.

**Letter of Understanding
RESPONSIBILITY ALLOWANCE**

The Board shall pay a responsibility allowance to the President of the Union as determined by the Union. The Union shall communicate such allowance to the Board in writing annually. The Union shall reimburse the Board for the full cost of the allowance.

SIGNATURES

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 11th day of March, 2022.

FOR THE WATERLOO REGION DISTRICT
SCHOOL BOARD:

FOR THE WATERLOO REGION OCCASIONAL
TEACHERS' LOCAL - ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO (ETFO)



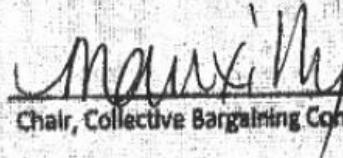
Chairperson of the Board



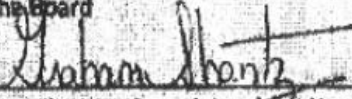
President/Chief Negotiator



Director of Education and Secretary to
the Board



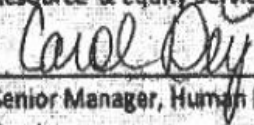
Chair, Collective Bargaining Committee




Coordinating Superintendent, Human
Resource & Equity Services



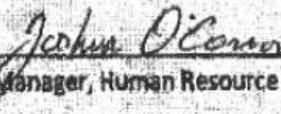
Secretary, Collective Bargaining Committee



Senior Manager, Human Resource
Services



Collective Bargaining Services, ETFO



Manager, Human Resource Services



Deputy General Secretary, ETFO