

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, 2022 TO AUGUST 31, 2026

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 TERMS

C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	8
C1.1	Separate Central and Local Terms	8
C1.2	Implementation	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	12
C5.2	Eligibility and Coverage.....	13
C5.3	Funding	13
C5.4	Full-Time Equivalent (FTE) and Employer Contributions.....	14
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 RE: Sick Leave	26
	LETTER OF AGREEMENT #2 RE : Task Force on the Utilization of Sick Leave	27
	LETTER OF AGREEMENT #3 RE : Violence Prevention Health and Safety Training	28
	LETTER OF AGREEMENT #4 RE : Professional Activity (PA) Days	29
	LETTER OF AGREEMENT #5 RE : Occasional Teacher Ability to Lock the Classroom Door	30
	LETTER OF AGREEMENT #6 RE : Employment Insurance (EI) Rebate	31
	LETTER OF AGREEMENT #7 RE : Status Quo Central Items	32
	LETTER OF AGREEMENT #8 RE : Individual Education Plans	33
	LETTER OF AGREEMENT #9 RE : Support for Students Committee	34
	LETTER OF AGREEMENT #10 RE : Provincial Working Group - Health and Safety	35
	LETTER OF AGREEMENT #11 RE : Violent Incident Debriefing Training	36
	LETTER OF AGREEMENT #12 RE : Violence Prevention in School Boards	37
	LETTER OF AGREEMENT #13 RE : Integration of Students	38
	LETTER OF AGREEMENT #14 RE : Hybrid Instruction	39
	LETTER OF AGREEMENT #15 RE : Hiring Practices	40
	LETTER OF AGREEMENT #16 RE : Safe Teaching and Learning Environments	41

TABLE OF CONTENTS
PART B: LOCAL TERMS

ARTICLE L1 - PURPOSE	43
ARTICLE L2 - EFFECTIVE PERIOD	43
ARTICLE L3 - RECOGNITION.....	43
ARTICLE L4 - DEFINITION AND SCOPE.....	43
ARTICLE L5 - MANAGEMENT RIGHTS.....	44
ARTICLE L6 - STRIKES AND LOCKOUTS	45
ARTICLE L7 - UNION MEMBERSHIP.....	45
ARTICLE L8 - OCCASIONAL TEACHERS' ROSTER	45
ARTICLE L9 - OCCASIONAL TEACHERS TIMETABLE.....	48
ARTICLE L10 - PROVISION OF INFORMATION	49
ARTICLE L11 - OCCASIONAL TEACHER / MANAGEMENT COMMITTEES.....	50
ARTICLE L12 - RATES OF PAY	50
ARTICLE L13 - LEAVE PLANS - LONG-TERM OCCASIONAL TEACHERS.....	56
L13.01 Bereavement Leave	56
L13.02 Jury Duty	57
L13.03 Quarantine	57
(a) Leave for Creed Beliefs and Practices.....	57
(c) Pregnancy and Parental Leave	57
(c) Family Care	58
(d) Leave for Union Business.....	58
(e) Fifth Disease	58
(f) Severe Weather	59
L13.06 Lunch Period.....	59
L13.07 Travel	59
L13.09 Unscheduled Leaves	60
ARTICLE L14 - GRIEVANCE/ARBITRATION PROCEDURE	60
ARTICLE L15 – JUST CAUSE.....	62

ARTICLE L16 –LOCAL RIGHTS	62
ARTICLE L17 - ACCESS TO PERSONNEL FILE	63
ARTICLE L18– OCCUPATIONAL HEALTH AND SAFETY	63
ARTICLE L19 – POSTING OF LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS	64
ARTICLE L20 – MEDICAL PROCEDURES	64
ARTICLE L21 – PROFESSIONAL DEVELOPMENT	64
ARTICLE L22 – FEDERATION LEAVE.....	65
ARTICLE L23 – RIGHTS AND RESPONSIBILITIES.....	65
ARTICLE L24 – RECORD OF EMPLOYMENT/ EMPLOYMENT INSURANCE	65
LOU - Long-Term Occasional Teaching Positions.....	66
LOU - Family Care Leave	66
LOU - Unpaid Days.....	67
LOU - LTO Report Cards	67
LOU - Overpayments & Underpayments	68
LOU - Occasional Teacher Roster	69
LOU - Daily Occasional Teacher Reassignment	69
LOU - Professional Development	70
LOU - Responsibility Allowance	70
LOU - Absence Collection/Deployment	70
LOU - Teaching Resources.....	70
LOU - Professional Development for Daily Occasional Teachers	70

ALPHABETICAL LIST OF KEY TERMS & ARTICLE NUMBERS

Title	Central Term Article	Local Term Article
Absence Collection/Deployment		LOU
Benefits	C.5	
Class Size/Staffing Levels	C11.00	
Definition and Scope	C2.00	ARTICLE L.4
Effective Period		ARTICLE L.2
Federation Leave		ARTICLE L.22
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 Disease		L13.04 (e)
Leaves – Jury or Witness		L13.02
Leaves – Pregnancy and Parental	C10.2	L13.04 (c)
Leaves - Quarantine		L13.03
Leaves – Creed Beliefs		L13.04 (a)
Leaves – Union Business		L13.04 (d)
Lunch Period		L13.06
Management Rights		ARTICLE L.5
Medical Procedures		ARTICLE L.20
Occasional Teacher Roster		ARTICLE L.8
Occasional Teacher Timetable		ARTICLE L.9
Occasional Teacher Management Committees		ARTICLE L.11
Occupational Health & Safety		ARTICLE L.18
Personnel Files		ARTICLE L.17
Posting of Long-Term Assignments		ARTICLE L.19
Professional Development		ARTICLE L.21, LOU, LOU
Purpose		ARTICLE L.1
Rates of Pay		ARTICLE L.12
Recognition		ARTICLE L3
Record of Employment		ARTICLE L.24
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 four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

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

i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the Parties; or
- iii. within any greater period set by regulation by the Minister of Education.

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.

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.
- c) 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.
- d) 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.
- e) 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.
- f) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

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

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

- a) All funding in section c) shall be subject to the following conditions:
 - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT’s expense, within 30 days after their decision to make the change.

- ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
 - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.
- c) The funding rate shall be increased for inflation as follows on the following dates:
 - i. September 1, 2022: 1% (\$6,235.74)
 - ii. September 1, 2023: 1% (\$6,298.10)
 - iii. September 1, 2024: 1% (\$6,361.08)
 - iv. September 1, 2025: 1% (\$6,424.69)
 - v. August 31, 2026: 4% (\$6,681.68)

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

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

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

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each

school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

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

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

d) Eligibility and Allocation

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

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

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

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

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

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

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

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

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

g) Administration

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding

any other provision of the collective agreement. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

[Return to TOC](#)

[Return to Key Terms](#)

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

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

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

C9.00 DIAGNOSTIC ASSESSMENT

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

and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

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

C10.2 Pregnancy Leave

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

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

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

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

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

The task force will:

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

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

[Return to TOC](#)

[Return to Key Terms](#)

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local Parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*, as amended.

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Individual Education Plans

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

The Parties agree to recirculate the Final Report of the Support for Students Committee (June 2, 2021) established through Letter of Agreement #9 of ETFO's 2019-2022 Teacher/Occasional Teacher Central Agreement. The Crown will distribute the report to School Boards within sixty (60) days following the date of ratification of the central terms.

A provincial committee will be established with representatives comprised of:

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

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

Within sixty (60) days following the date of ratification of the central terms, the Crown will recirculate the *Violent Incident Debriefing Training Module* to School Boards that employ teachers represented by ETFO.

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

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

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

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

[Return to TOC](#)

[Return to Key Terms](#)

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

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

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

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

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

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

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

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

[Return to TOC](#)

[Return to Key Terms](#)

PART B

TERMS NEGOTIATED CENTRALLY

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD (WRDSB)

AND

WATERLOO REGION OCCASSIONAL TEACHERS' LOCAL (WROT)

SEPTEMBER 1, 2022 TO AUGUST 31, 2026

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 **nine (9)** 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, **nor does it eliminate the Board’s management right to terminate employment.**
- L4.05** (a) For the purpose of establishing the **nine (9)** day period, a partial day (i.e., part-time assignment) shall be counted as one day.
- (b) During the **nine (9)** continuous period, absences for, professional development days, Federation supported leave days, inclement weather, **one (1) bereavement day, Creed day(s)** or school closure (e.g. power loss, flood, lack of staff) will not break the continuity. **For clarity, such absence(s) that do not break the continuity will be without pay. Once the occasional teacher has completed nine (9) days they will be paid in accordance with article L12.01 (b).**
- 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. **Contract Teachers who hold a contract of less than 1.0 FTE, shall be valued against the Occasional Teacher Roster cap as per their FTE. For clarity, a 0.7 contract teacher would count as 0.3 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. **An Occasional Teacher who requests their name to be temporarily removed after the start of the school year and no later than December 31st of that school year will have their required number of occurrences pro-rated.**

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 **their** 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 **access to** 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.

L10.05

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

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.

	Daily Rate
September 1, 2022	\$270.69
September 1, 2023	\$278.74
September 1, 2024	\$286.40
September 1, 2025	\$293.56

(b) Long-Term Occasional Teacher

An Occasional Teacher employed on a regular basis for **nine (9)** 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 **2022/2023** School Year payment dates shall take place on the following dates:

2022/2023 School Year

August 26, 2022	December 30, 2022	May 5, 2023
September 9, 2022	January 13, 2023	May 19, 2023
September 23, 2022	January 27, 2023	June 2, 2023
October 7, 2022	February 10, 2023	June 16, 2023
October 21, 2022	February 24, 2023	June 30, 2023
November 4, 2022	March 10, 2023	July 14, 2023
November 18, 2022	March 24, 2023	July 28, 2023
December 2, 2022	April 6, 2023	August 11, 2023
December 16, 2022	April 21, 2023	

**July 14th – nine (9) days in pay period, September 23rd, January 13th and 27th, and April 6th – five (5) days in pay period.*

For the **2023/2024** School Year payment dates shall take place on the following dates:

2023/2024 School Year

August 25, 2023	December 29, 2023	May 3, 2024
September 8, 2023	January 12, 2024	May 17, 2024
September 22, 2023	January 26, 2024	May 31, 2024

October 6, 2023	February 9, 2024	June 14, 2024
October 20, 2023	February 23, 2024	June 28, 2024
November 3, 2023	March 8, 2024	July 12, 2024
November 17, 2023	March 22, 2024	July 26, 2024
December 1, 2023	April 5, 2024	August 9, 2024
December 15, 2023	April 19, 2024	

**July 12th – ten (10) days in pay period, January 12th and 26th and April 5^t – five (5) days in pay period, September 22nd four (4) days in pay period.*

For the **2024/2025** School Year payment dates shall take place on the following dates:

2024/2025 School Year

August 23, 2024	December 27, 2024	May 2, 2025
September 6, 2024	January 10, 2025	May 16, 2025
September 20, 2024	January 24, 2025	May 30, 2025
October 4, 2024	February 7, 2025	June 13, 2025
October 18, 2024	February 21, 2025	June 27, 2025
November 1, 2024	March 7, 2025	July 11, 2025
November 15, 2024	March 21, 2025	July 25, 2025
November 29, 2024	April 4, 2025	August 8, 2025
December 13, 2024	April 17, 2025	

**July 11th – ten (10) days in pay period, January 10th and 24th and April 4th – five (5) days in pay period, September 20th four (4) days in pay period.*

For the **2025/2026** School Year payment dates shall take place on the following dates:

2025/2026 School Year

August 22, 2025	December 24, 2025	May 1, 2026
September 5, 2025	January 9, 2026	May 15, 2026
September 19, 2025	January 23, 2026	May 29, 2026
October 3, 2025	February 6, 2026	June 12, 2026
October 17, 2025	February 20, 2026	June 26, 2026
October 31, 2025	March 6, 2026	July 10, 2026
November 14, 2025	March 20, 2026	July 24, 2026
November 28, 2025	April 2, 2026	August 7, 2026
December 12, 2025	April 17, 2026	

**July 10th – ten (10) days in pay period, January 9th and 23rd and April 2nd – five (5) days in pay period, September 19th four (4) days in pay period.*

(d) Contract Teacher Basic Salary Scale

Effective September 1, 2022:

YEAR	CATEGORY				
	A1	A2	A3	A4	AX
0	51,488	53,540	59,670	63,230	47,607
1	55,074	57,516	63,998	67,833	50,925
2	58,656	61,499	68,314	72,574	54,237
3	62,231	65,486	72,633	77,328	57,541
4	65,821	69,475	76,954	82,078	60,866
5	69,436	73,460	81,289	86,821	64,176
6	72,989	77,444	85,607	91,570	66,396
7	76,572	81,430	89,939	96,324	69,657
8	80,157	85,409	94,263	101,086	72,916
9	83,742	89,397	98,591	105,839	76,180
10	87,797	93,379	102,921	110,619	79,889
11					82,087

Effective September 1, 2023:

YEAR	CATEGORY				
	A1	A2	A3	A4	AX
0	53,033	55,146	61,460	65,127	49,035
1	56,726	59,241	65,918	69,868	52,453
2	60,416	63,344	70,363	74,751	55,864
3	64,098	67,451	74,812	79,648	59,267
4	67,796	71,559	79,263	84,540	62,692
5	71,519	75,664	83,728	89,426	66,101
6	75,179	79,767	88,175	94,317	68,388
7	78,869	83,873	92,637	99,214	71,747
8	82,562	87,971	97,091	104,119	75,103
9	86,254	92,079	101,549	109,014	78,465
10	90,431	96,180	106,009	113,938	82,286
11					84,550

Effective September 1, 2024:

CATEGORY					
YEAR	A1	A2	A3	A4	AX
0	54,491	56,663	63,150	66,918	50,383
1	58,286	60,870	67,731	71,789	53,895
2	62,077	65,086	72,298	76,807	57,400
3	65,861	69,306	76,869	81,838	60,897
4	69,660	73,527	81,443	86,865	64,416
5	73,486	77,745	86,031	91,885	67,919
6	77,246	81,961	90,600	96,911	70,269
7	81,038	86,180	95,185	101,942	73,720
8	84,832	90,390	99,761	106,982	77,168
9	88,626	94,611	104,342	112,012	80,623
10	92,918	98,825	108,924	117,071	84,549
11					86,875

Effective September 1, 2025:

CATEGORY					
YEAR	A1	A2	A3	A4	AX
0	55,853	58,080	64,729	68,591	51,769
1	59,743	62,392	69,424	73,584	55,377
2	63,629	66,713	74,105	78,727	58,979
3	67,508	71,039	78,791	83,884	62,572
4	71,402	75,365	83,479	89,037	66,187
5	75,323	79,689	88,182	94,182	69,787
6	79,177	84,010	92,865	99,334	72,201
7	83,064	88,335	97,565	104,491	75,747
8	86,953	92,650	102,255	109,657	79,290
9	90,842	96,976	106,951	114,812	82,840
10	95,241	101,296	111,647	119,998	86,874
11					89,264

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

[Return to TOC](#)

[Return to Key Terms](#)

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 **Effective September 16, 2024**, 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.

For clarification, this article applies to Occasional Teachers hired on or after September 16, 2024.

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

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:

Parent
Sibling
Child
Spouse or Equivalent
Stepparent
Stepchild
Fiancé(e)
Ward

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

Grandparent
Grandchild
Parent-in-law
Child-in-law
Sibling-in-law
Stepsibling
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 **parent’s sibling, sibling’s child** 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

At the direction of the Public Health Authority, where the Long Term Occasional teacher (LTO) is quarantined or otherwise prevented from attending the LTO’s “in person” duties because of exposure to a communicable disease, the LTO will be granted a leave with pay and without loss of experience or seniority. The LTO will be responsible for teaching duties that can be fulfilled remotely.

L13.04 Other Leaves

(a) Leave for Creed Beliefs and Practices

- (i) Leave(s) to observe **creed** beliefs and practices shall be granted in accordance with the Ontario Human Rights Code.
- (ii) Employees applying for such **creed** 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 **creed** beliefs and practices will be limited to a maximum of three (3) days with pay. Days in excess of three (3) for such **creed** beliefs and practices will be without pay.

(b) Pregnancy and Parental Leave

Pregnancy and Parental Leave shall be granted as provided by the *Ontario Employment Standards Act* and the regulations established thereunder. **An Occasional Teacher on Pregnancy and/or Parental Leave shall continue to accumulate seniority and experience while on the statutory portion of the leave.**

(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) **With a minimum of ten (10) school days notice**, the Board shall grant release days for member(s) of the Union to represent the Union on Federation business. **Where an Occasional Teacher in a long term occasional assignment is scheduled to be released and their absence becomes a fail to fill (save and except for confirmed provincial meetings, WROTL executive meetings and bargaining meeting dates with the Board), the Long Term Occasional teacher will be expected to remain at their school and complete their regular duties and such release will not occur.**

(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 **their** 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.

- (ii) 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 Conditions**

- (i) 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.
- (ii) **If a Long Term Occasional Teacher anticipates being delayed due to weather conditions, the Long Term Occasional Teacher will notify their Administrator as soon as possible. It is expected that the Long Term Occasional Teacher will continue to make reasonable efforts throughout the day to report to the work site.**
- (iii) **There will be no pay deduction for Long Term Occasional Teachers who have been delayed in reaching their place of employment due to weather conditions as long as they report to work within the first three (3) hours of their workday.**

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 **concern** 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 **or designate** 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.

[Return to TOC](#)

[Return to Key Terms](#)

The Union shall submit the grievance to the 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 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 Manager, Human Resource Services with the responsibility of the group or designate 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 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 **Executive Manager, Human Resource & Equity Services** or designate within ten (10) teaching days of receiving the decision at Step 1. The **Executive Manager, Human Resource & Equity 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 **Executive Manager, Human Resource & Equity 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 **Executive** Manager, Human Resource & **Equity** 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 **L14.06 Step 3**.

ARTICLE L15 – JUST CAUSE

L15.01 No occasional teacher shall be discharged, dismissed, disciplined in any way, have **their** 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– OCCUPATIONAL HEALTH AND SAFETY

- L18.01** 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.

- L18.02** 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.
- L18.03** The Board will follow the provisions regarding Work Refusal as provided for in the Occupational Health and Safety Act.

L18.04 Any incident of violence shall be reported on an Accident Report Form forwarded to the attention of the Joint Health and Safety Committee.

ARTICLE L19 – POSTING OF LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

L19.01 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.

L19.02 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.

L19.03 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.

L19.04 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 L20 – MEDICAL PROCEDURES

L20.01 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 L21 – PROFESSIONAL DEVELOPMENT

L21.01 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.

L21.02 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 L22 – FEDERATION LEAVE

L22.01 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.

L22.02 The Board shall grant a leave of absence to an Occasional Teacher who holds an elected office requiring part-time or full-time duty at the Provincial Union level provided that the Union reimburses the Board for the full cost of the Occasional Teacher's total salary, employee benefits, pension and all statutory deductions. The Occasional Teacher shall remain entitled to all benefits and conditions under this collective agreement unless otherwise specifically stated.

ARTICLE L23 – RIGHTS AND RESPONSIBILITIES

L23.01 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, **including but not limited to the statutes in the Ontario Human Rights Code.**

ARTICLE L24 – RECORD OF EMPLOYMENT/ EMPLOYMENT INSURANCE

L24.01 (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 **five (5)** 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

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 **five (5)** full unpaid days during the term of their LTO assignment. **An LTO in an assignment greater than thirty (30) instructional days but less than eighty (80) instructional days in duration will be eligible to take up to one (1) unpaid day during the term of their LTO assignment.**

Such days will not be granted that extend the March break or December break. Additionally, 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) **working** 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. **For the purpose of this clause, working weeks excludes the Winter Break, March Break and July and August.**

Under exceptional circumstances, the notification period referenced above may be waived.

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 rate of pay the Occasional Teacher received during the LTO assignment** 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
RE: OVERPAYMENTS AND UNDERPAYMENTS

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. **The maximum amount payable will not go back further than one (1) calendar year from the date it was brought to the Board's attention.**
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, **on a bi-weekly basis**, up to five percent of the **bi-weekly** gross wages **per pay period** of the employee in order to satisfy the overpayment. The parties can, by written agreement, change the five percent maximum to a **higher** maximum percentage **or amount to satisfy the overpayment balance.**
6. The bi-weekly deductions will continue until the agreed upon amount of the overpayment has been rescinded.
 - (a) The requirement for the Board to implement a statutory notice of garnishment will suspend the bi-weekly deductions for the period that the statutory garnishment is being satisfied.
 - (b) **In the event of retirement, termination, or resignation of employment, any remaining amount of the overpayment may be deducted from the employee's final pay to avoid the Board being required to take additional steps to recoup the overpayment.**
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.

Underpayments:

In the event of an underpayment of any monies by the board, the parties agree that the amount of underpayment shall endeavour to be paid to the employee as soon as

[Return to TOC](#)

[Return to Key Terms](#)

practical on the nearest regularly scheduled pay date. The actual pay cycle date shall be determined solely by the Board.

**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, 2026.

**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, 2026.

**Letter of Understanding
PROFESSIONAL DEVELOPMENT**

The Board agrees to provide **\$4,000.00** per year for the **2022-2023, 2023-2024, 2024-2025, and 2025-2026** school years. The funds are to be used for the purpose of facilitating Professional Development for Elementary Occasional Teachers to support student achievement and well-being.

[Return to TOC](#)

[Return to Key Terms](#)

**Letter of Understanding
RESPONSIBILITY ALLOWANCE**

The Board shall pay a responsibility allowance to the President **and First Vice-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 **including benefits, pension and all statutory deductions.**

**Letter of Understanding
ABSENCE COLLECTION/DEPLOYMENT SYSTEM**

The Board will endeavor, where possible, to communicate changes to the Absence Collection/Deployment System to the Occasional Teachers' Local.

This letter expires August 31, 2026.

**Letter of Understanding
TEACHING RESOURCES**

Where a Daily Occasional Teacher does not have access to Chromebooks/required resources that are necessary for them to fulfill their teaching duties, they shall report the issue to the Administrator or designate who shall provide assistance/guidance.

This letter expires August 31, 2026.

**Letter of Understanding
PROFESSIONAL DEVELOPMENT FOR DAILY OCCASIONAL TEACHERS**

For the 2024-2025 and 2025-2026 school years, the Board will provide a half-day (0.5) of paid professional development (PD) per school year on a PD Day designated by the Board for all Occasional Teachers who worked a minimum of fifty (50) occurrences by February 1st of the current school year. Such half-day (0.5) will be paid at the applicable daily Occasional Teacher rate.

Such professional development may include work-related training and topics aligned with the Board's Strategic Plan and/or initiatives.

It is understood that any Occasional Teacher that has a partial permanent contract or is in receipt of pension is not eligible for this paid half-day (0.5). Time worked in an LTO assignment or an assignment that evolves into an LTO shall not be counted towards the fifty (50) occurrences.

[Return to TOC](#)

[Return to Key Terms](#)

SIGNATURES

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 6 day of March, 2025.

FOR THE WATERLOO REGION DISTRICT SCHOOL BOARD:

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



Chairperson of the Board

Mark Butt

Executive Assistant, Collective Bargaining – ETFO Provincial



Director of Education and Secretary to the Board



President/Chief Negotiator




Associate Director

Maixilly

Chair, Collective Bargaining Committee



Executive Manager, Human Resource & Equity Services



Deputy General Secretary, ETFO

Marie Duce

Manager, Human Resource Services

Collective Bargaining Committee