

A COLLECTIVE AGREEMENT



*between*

THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the "Board")

*and*

THE ELEMENTARY TEACHERS' FEDERATION  
OF ONTARIO

(hereinafter referred to as the "Union")

COMPOSED OF ELEMENTARY OCCASIONAL TEACHERS  
EMPLOYED BY THE BOARD



*"Pursuing Excellence in Education Through Commitment and Service"*

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

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

**C1.2 Implementation**

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

**C1.3 Parties**

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

**C1.4 Single Collective Agreement**

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

**C2.00 DEFINITIONS**

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

### C3.00 Length of Term/Notice to Bargain/Renewal

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

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

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

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

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

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

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

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

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

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

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

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

#### **c4.00 Central Grievance Process**

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

#### **C4.1 Definitions**

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

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

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



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

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

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

**C4.4 Referral to the Committee**

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

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

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

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

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

#### **C5.00 Benefits**

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

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

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

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

Post Participation Date, the following shall apply:

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

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

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

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

### **C5.3 Funding**

- a) All funding in c) and d) shall be subject to the following conditions:
  - i. No enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement that exceeds 1% of total benefits costs. For clarity, the total value of all Plan enhancements made up to August 31, 2022 shall not exceed 1% of the annual ETFO Teachers' Benefits Plan costs for the year in which the enhancement is made. The ETFO ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases at the ELHT's expense, should the parties request it.
  - ii. Should Plan enhancements of greater than 1% of total benefits costs be made, funding outlined in c) shall be reversed for that year beginning in the month that the Plan enhancement was made, and ETFO shall no longer be eligible for a payment under d) for the duration of the term of the collective agreement.
  - iii. Should these Plan enhancements be reversed, funding shall be reinstated at the levels outlined in c) beginning in the month that the plan enhancement was reversed. However, the eligibility for a payment under d) shall not be reinstated.
- b) Funding amounts for benefits maintenance or improvements:
  - i. September 1, 2019: 1%
  - ii. September 1, 2020: 1%
  - iii. September 1, 2021: 1%
- c) In addition to b) funding amounts for inflation:
  - i. September 1, 2019: 3%
  - ii. September 1, 2020: 3%
  - iii. September 1, 2021: 3%
- d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:
  - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year

due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.

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

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

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

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

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

#### **C5.6 Privacy**

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

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

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

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

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

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

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

### **C6.00 Sick leave**

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

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

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

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

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

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

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

**d) Eligibility and Allocation**

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

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

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

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

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

**g) Administration**

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

#### C7.00 central labour relations committee

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

#### C8.00 Ministry/school board initiatives

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

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

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

#### C9.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.



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

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

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

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

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

**C10.2 Pregnancy Leave**

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy

leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

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

## **APPENDIX A – RETIREMENT GRATUITIES**

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

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

### **B. Other Retirement Gratuities**

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

**LETTER OF AGREEMENT #1  
BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

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

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

**LETTER OF AGREEMENT #3  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

Topics may include but are not limited to:

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

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



**LETTER OF AGREEMENT #4  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

**LETTER OF AGREEMENT #5  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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

## **LETTER OF AGREEMENT #7**

### **BETWEEN**

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

### **AND**

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

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

#### Status quo central items

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

#### Issues:

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

**LETTER OF AGREEMENT #8  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Class Size Data**

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

**LETTER OF AGREEMENT #9  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Support for Students Committee**

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

Therefore, a provincial committee, with representatives comprised of:

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

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

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

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

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

**LETTER OF AGREEMENT #10  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

**Historical Appendix of Central Terms – For Reference Only**  
**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Benefits**

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

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

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

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



## **1.0.0 PRINCIPLES**

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

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 Employer representatives. The Board of Trustees will include among its members two independent experts, one representing the Employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the Employer representatives will be responsible for the appointment and termination of the Employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2 The appointed independent experts will:
  - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the School Boards and the Government;
  - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
  - c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 All voting requires a simple majority to carry.
- 2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

## **3.0.0 ELIGIBILITY and COVERAGE**

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

- 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
  
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
  
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
  
- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

## **4.0.0 FUNDING**

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

- 4.1.1 Each Board shall pay an amount equal to 1/12<sup>th</sup> of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 Upon the Board's participation date:
- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily Occasional Teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
  - ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
  - iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
  - iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
  - v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.
- 4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:
- i) there is an in-year deficit,
  - ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
  - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,
- then the in-year deficit in i) would be paid by the Board associated with the deficit.
- 4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily Occasional Teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily Occasional Teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for Occasional Teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
  - ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for Teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.

- 4.1.5 The Trust shall determine employee co-pay, if any.
- 4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current Employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

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

- 4.2.1 The Government of Ontario will provide:
- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
  - b) A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Board(s)" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.

- 4.2.6 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers’ and employees’ premium share.
- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
  - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

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

### **5.1.0 Shared Services**

- 5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date but shall be no later than August 31, 2021.

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

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

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
- a) Validation of the sustainability of the respective Plan Design;
  - b) Establishing member contribution or premium requirements, and member deductibles;
  - c) Identifying efficiencies that can be achieved;
  - d) Adopting an Investment Policy; and
  - e) Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
  - b) Fund claims stabilization or other reserves;
  - c) Improve plan design;
  - d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
  - e) Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a) Use of existing claims stabilization funds;
  - b) Increased member share premium;
  - c) Change plan design;
  - d) Cost containment tools;
  - e) Reduced plan eligibility; and
  - f) Cessation of benefits, other than life insurance benefits.
- 5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 5.2.5 The Trust shall provide “trustee liability insurance” for all Trustees.

## **5.3.0 Accountability**

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

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

## **6.0.0 TRANSITION COMMITTEE**

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

## **7.0.0 PAYMENTS**

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

## **8.0.0 ENROLMENT**

- 8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new Teachers/members within a reasonable amount of time from their acceptance of employment.
- 8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 8.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 8.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

## **9.0.0 ERRORS and OMISSIONS**

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board office during regular business hours upon 30 days written notice.



### **10.0.0 CLAIMS SUPPORT**

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

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

### **11.0.0 PRIVACY**

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

**APPENDIX A – HRIS File**

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

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

## ARTICLE L1 – PURPOSE

- 1.01 It is the intent of the parties and the purpose of this agreement to maintain mutually satisfactory relationships by setting forth certain terms and conditions of employment and to provide a procedure for the equitable settlement of grievances between the parties.

## ARTICLE L2 – SCOPE AND RECOGNITION

- 2.01 The employer being the Halton District School Board (hereinafter referred to as the “Board”) recognizes the Elementary Teachers’ Federation of Ontario (E.T.F.O.) hereinafter referred to as the “Union” as the bargaining agent for all Occasional Teachers, as defined by the Education Act, employed by the Board in its elementary panel.
- 2.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 2.03 The Parties recognize the right of each party to obtain assistance from advisors, agents or counsel to assist the party in matters pertaining to the negotiation of this Agreement. Each party shall be responsible for all fees and expenses incurred to provide for the service of its representatives.

## ARTICLE L3 – DEFINITIONS

- 3.01 “Occasional Teacher” shall mean an “occasional teacher” as defined in the Education Act as amended from time to time.
- 3.02 “Short Term Occasional Teacher” means any Occasional Teacher other than a Long Term Occasional Teacher.
- 3.03 a) “Long Term Occasional Teacher” means an Occasional Teacher who is employed for more than ten (10) consecutive instructional days as a replacement for one teacher.
- 3.04 A newly hired Occasional Teacher will serve a probationary period of thirty (30) instructional days or one (1) school year, whichever is shorter.
- At the expiration of the probationary period, the Board may confirm the appointment as non-probationary. If the appointment is not confirmed, the Occasional Teacher will be provided reasons for not confirming the appointment, in writing.
- 3.05 “Occasional Teacher Roster” means a list of all teachers qualified to teach in Ontario and who are members in good standing with The Ontario College of Teachers and who have been accepted by the Board to teach as Occasional Teachers in the elementary panel.
- 3.06 “Elementary Teachers” shall mean the Elementary Teachers, other than Occasional Teachers, employed by the board in its elementary panel.
- 3.07 “Board” shall mean the Halton District School Board.
- 3.08 “Union” shall mean the organization composed of all the statutory members of the Elementary Teachers’ Federation who are employed by the Halton District School Board as an Occasional Teacher in the elementary panel.

#### ARTICLE L4 - STRIKES AND LOCKOUTS

- 4.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act, as amended from time to time.
- 4.02 In the event of a strike by other employees of the Board, the Occasional Teachers shall carry on with their assigned professional duties to the best of their ability without assuming functions that are normally discharged by the Board employees on strike.

#### ARTICLE L5 - MANAGEMENT RIGHTS

- 5.01 Save and except to the extent specifically modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.
- 5.02 Without limiting the generality of the foregoing, the Board's rights shall include:
- a) the right to hire, assign, evaluate, promote, demote, retire and transfer employees, including the exercise of judgement as to requirements and qualifications;
  - b) the right to discipline, dismiss, demote, transfer, suspend or withhold salary for just cause. The Occasional Teacher will be informed of such action in writing. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the dismissal of probationary Occasional Teachers;
  - c) the right to determine the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives;
  - d) the right to plan and control the teaching and other programs and activities of the Board; the right to determine: programs to be offered by the schools; job content and functions to be performed; the number of Occasional Teachers to be employed; the number of students to be allocated to a program; class size; subjects to be taught; the designation or establishment of departments or areas of study; the selection of individuals to positions of responsibility; the hours of school; the school year and the holidays to be observed.
  - e) the right to make, change, and enforce reasonable rules and regulations governing the expectations of Occasional Teachers. The Board shall attempt to notify the President of the Occasional Teacher Local prior to effecting any major change in administrative procedures affecting Occasional Teachers.

#### ARTICLE L6 - NO DISCRIMINATION

- 6.01 The parties agree that:
- a) no employee shall in any manner be discriminated against or coerced, restrained, or influenced on account of membership or non-membership in any labour organization;
  - b) there shall be no discrimination or harassment practised, by either party, by reason of an employee's membership or activity in the union;
  - c) there shall be no discrimination practised by either party, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender, gender expression, gender identity, age, marital status, family status, disability or record of offences.

## ARTICLE L7 – UNION DUES, ASSESSMENTS AND LOCAL LEVIES

- 7.01 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, E.T.F.O. dues, assessments and local levies. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary of E.T.F.O. no later than the 15<sup>th</sup> of the month following the date on which the deductions were made. Local levies will be directed to the Treasurer of the ETFO Occasional Teacher Local no later than the 15<sup>th</sup> of the month following the date on which the deductions were made. The amount shall be determined by E.T.F.O. and/or the Bargaining Unit in accordance with their respective constitutions forwarded, in writing, to the Board at least 30 days prior to the expected date of change.
- 7.02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, dues and levies deducted, Ministry identification number, FTE status, Member status (Active), and the number of days worked for each Long Term Occasional Teacher from whose wages the deductions have been made. For Short Term Occasional Teachers the payment shall be accompanied by a dues submission list showing the names, addresses, dues paid, Member status (Active) and the number of days worked for each Short Term Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form.
- 7.03 The Board shall provide to the Union, by September 30<sup>th</sup> each year, a letter stating the total number of elementary Long Term occasional teaching days and the number of elementary Short Term Occasional Teaching days, for the previous school year.
- 7.04 The Bargaining Unit agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such a mandatory deduction for the E.T.F.O. dues, assessments and local levies as specified in above.

## ARTICLE L8 - GRIEVANCE PROCEDURE

- 8.01 Grievance shall mean a complaint in writing relating to the interpretation, application, administration, or alleged violation of any provision of this Agreement. The procedures as outlined shall be used.
- 8.02 The grievance shall stipulate the name of the grievor; shall identify the grievor's work location; shall state the facts giving rise to the grievance, including the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. The grievance shall be signed by the grievor or authorized representative of the Union.
- 8.03 The authorized representatives of the parties for the purposes of this Article shall be: for the Union, the President of the Union or designate as identified in writing; for the Board, the Director of Education or designate as identified in writing. The Board or Union shall identify in writing their authorized representative upon request by either party.

### Complaint Stage

It is understood that the Occasional Teacher has no grievance until the Occasional Teacher has first given the immediate supervisor (e.g. Principal) or the Manager of Human Resources an opportunity to address the Occasional Teacher's complaint. The Occasional Teacher will provide the complaint in writing to the Principal or the Manager of Human Resources within ten (10) instructional days following the day the cause for the complaint became known or should have become known to the Occasional Teacher. The Principal shall meet with the Occasional Teacher, who may be accompanied by a Union representative and they shall attempt to resolve the complaint. The immediate

supervisor's response to the Occasional Teacher shall be given in writing within ten (10) days of the aforementioned discussion. In the event the complaint is made to the Manager of Human Resources a meeting may be held with the Occasional Teacher, who may be accompanied by a Union representative and they shall attempt to resolve the complaint. The Occasional Teacher shall be given a response in writing from the Manager of Human Resources within ten (10) days of the aforementioned discussion.

Step 1

Failing satisfactory settlement at the Complaint Stage, the Occasional Teacher, with the support of the Union may, within the next ten (10) instructional days refer a grievance to the Executive Officer of Human Resources in writing.

The Executive Officer of Human Resources, or designate, shall respond to the grievance in writing within ten (10) instructional days.

Step 2

Failing satisfactory settlement at Step 1, the Union may, within the next ten (10) instructional days refer the grievance to the Director in writing. The Director, or designate, shall respond to the grievance, in writing, within ten (10) instructional days.

Step 3

Failing satisfactory settlement at Step 2, the Union may refer the grievance to Arbitration within twenty (20) instructional days of receipt of the reply at Step 2.

- 8.04 Where a grievance involves a question of general application or interpretation, the Union or the Board shall initiate the grievance at Step 2 of the Grievance Procedure and within twenty (20) instructional days after the Union or the Board (whichever wishes to initiate the grievance) became aware or reasonably ought to have become aware of the facts or circumstances giving rise to the grievance. However, the Union shall not be entitled to grieve any matter or circumstance, which an individual Occasional Teacher could grieve and the normal Grievance Procedure shall not thereby be bypassed.
- 8.05 If there are several grievances concerning similar matters, they may be heard or considered together as one grievance with the agreement of the parties.
- 8.06 A step in the grievance procedure may be omitted upon the written consent of the Board and the Union.
- 8.07 Any grievance not processed in accordance with the grievance procedure outlined in this article, including a grievance which is not initiated or processed to the next higher step or to arbitration within the time limits specified in the procedure, shall be deemed to be abandoned.
- 8.08 If the responding party fails to reply to a grievance within the time limits set out in any step above, the grievance may be submitted to the next step of the grievance procedure.
- 8.09 Where a concern arises between the parties relating to the interpretation, application, administration or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitral, either party may, within fifteen (15) working days of the receipt of the Step 2 reply, notify the other party in writing of its desire to submit the difference to Arbitration, provided the grievance procedure has been exhausted.
- 8.10 Where the difference is submitted to arbitration, the parties agree that they will proceed before a single arbitrator. The notice shall contain the name(s) of the first party's choice of Arbitrator. The receiving party shall advise the first party of its agreement to the Arbitrator or provide alternate names within ten (10) working days of the date of the first notice herein. Should the parties be unable to

agree on a single Arbitrator, the parties may jointly request the Ministry of Labour to make an appointment.

- 8.11 In exceptional circumstances, either party may notify the other in writing of their desire to proceed to an Arbitration Board within the same timelines as set out above.

In the case of an Arbitration Board, the following process shall apply:

- (a) The notice shall contain the name of the first party's nominee to the Arbitration Board. The receiving party shall advise the first party of its nominee to the Board of Arbitration within ten (10) working days of the date of the first notice herein.
  - (b) The two nominees shall, within thirty (30) working days of the nomination of the second of them, name a third person to act as Chairperson of the Board of Arbitration. If the two nominees fail to agree upon a Chairperson, appointment to that position may be made by the Ministry of Labour.
- 8.12 The decision of the Arbitrator will be final and binding upon the parties and the employee(s) concerned. In the case of an Arbitration Board, the decision of the majority shall be the decision of the Board, but, if there is no majority, the decision of the Chairperson of the Arbitration Board, will be final and binding upon the parties and the employees concerned.
- 8.13 The powers of the Arbitration Board shall be the powers set out in the *Ontario Labour Relations Act*, as amended from time to time.
- 8.14 No person may be appointed as an Arbitrator or nominee who has been involved in an attempt to settle the grievance.
- 8.15 In the case of a single Arbitrator, each of the parties shall share the fees and expenses. In the case of an Arbitration Board, each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.
- 8.16 Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the mediator and the time line for grievance mediation to occur. In the event the parties agree to grievance mediation, the grievance process is frozen at the step at which the mediation is agreed to and all timelines are suspended. If the grievance mediation fails to reach a resolution, the parties agree to resume the grievance at the step at which it was suspended and the timelines will resume.
- 8.17 All reference to days in this Article shall mean instructional days.
- 8.18 An Occasional Teacher's attendance, required by the Board, at the grievance meeting at any stage of the Grievance Procedure, including Arbitration, shall be without loss of pay, if the Occasional Teacher was scheduled to work on that day, unless the teacher has been suspended without pay, employment has been terminated or in some respect the teacher was not entitled to receive pay for the day of the meeting. Normally such meetings will be held outside of the instructional day.

#### ARTICLE L9 – DISCHARGE

- 9.01 Where an Occasional Teacher has received a written termination notice, the Union may file a grievance at Step 2 within ten (10) instructional days of written notice of termination.

#### ARTICLE L10 - HEALTH & SAFETY

- 10.01 The Board shall make reasonable provisions for a safe and healthful environment for Members. Both parties will co-operate with regard to the duties and obligations under the Occupational Health

and Safety Act its accompanying regulations and the Terms of Reference for the Joint Health and Safety Committee.

- 10.02 The Board agrees to fund the registration cost for a new local Union president or their designate to attend JHSC certificate training, if they are not already trained. This funding is limited to one (1) training per President's term. Any additional cost associated with the release for this training will be the responsibility of the union. Where the designate is trained during a President's term, the union releases the Board from any further obligation to registration costs in this or any other agreement
- 10.03 All members will be required to complete the Board's mandatory online training modules. Short term Occasional Teachers who do not hold a Long Term Occasional Contract at any time during the school year and work a minimum of one assignment will be compensated with a one time payment in the amount of one-third (1/3) of the Elementary Daily Certified Teacher Rate.

#### ARTICLE L11 - MEDICAL PROCEDURES

- 11.01 In the event of a medical emergency, a Member will perform such procedures as are necessary for the safety and well-being of the child. No member however, is required to carry out medical/physical procedures as part of their regular duties.
- 11.02 Any suspicion of a communicable condition or disease shall be reported to the administration. However, it is not part of the regular duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

#### ARTICLE L12 – OCCASIONAL TEACHER ROSTER

- 12.01 "Occasional Teacher Roster" means a list of all teachers qualified to teach in Ontario and who are members in good standing with the Ontario College of Teachers, who have been accepted by the Board to teach as Occasional Teachers in the Elementary panel.
- 12.02 Only those Occasional Teachers whose names are on the Elementary Occasional Teacher Roster shall be called for casual teaching assignments and be eligible to apply to postings for LongTerm Occasional Teaching opportunities.
- 12.03 The Board may, from time to time, add to the Elementary Occasional Teachers' Roster, and the Union shall receive a list of the names in the month that the additions occur.
- 12.04 An up-to-date list of the Board's Elementary Occasional Teachers will be sent to the Union President upon request which will include the addresses, telephone numbers and the date of hire of all Occasional Teachers on the Board's Roster. Upon request, up to four (4) times per school year, the Board will provide the Union with a set of mailing labels of those Occasional Teachers who are on the list. There shall be no cost to the Union for these labels.
- 12.05 An alphabetical list giving the names of the Occasional Teachers on long term teaching assignments will be forwarded to the Union President at the end of each month during the school year (September to June). The list will also include the term of the appointment where it is known.
- 12.06 An Occasional Teacher will log into the Employee Self Serve (ESS) to change their name, address, or telephone number. Changes in ESS will be reviewed and entered into the system by the Human Resources Department. A name change will take effect in the system when the Human Resources Department has received all supporting documentation.



- 12.07 In addition to clause 13.01, an Occasional Teacher's name shall be removed from the Elementary Occasional Teachers' Roster for the following reasons:
- i) is discharged;
  - ii) resigns, or retires;
  - iii) employment is terminated pursuant to the Education Act and the Regulations;
  - iv) is deemed to have their qualifications revoked by the College of Teachers or is no longer member in good standing with the Ontario College of Teachers;
  - v) Effective September 1, 2011, within one (1) school year, members must be offered, accept and complete the equivalent to twenty (20) full instructional days between September 1 to June 30 in order to remain on the occasional teachers' roster, consideration will be provided to an Occasional Teacher is on an approved leave of absence pursuant to 18.01. Should the member not meet the requirements in this clause, the member will be notified in writing by July 31 that their name has been removed from the Elementary Occasional Teacher's Roster.

An occasional Teacher who has not taught for at least twenty (20) full time equivalent days may request to be considered for reinstatement through the annual appeal process.

- 12.08 Notwithstanding Article 12.08 (vi), an Elementary Occasional Teacher who is elected as the Bargaining Unit President will maintain their eligibility for the Elementary Occasional Teaching List during the term of their election or appointment.
- 12.09 A list of the French only Occasional Teachers and fill rate data will be provided to the Union President on a monthly basis.

#### ARTICLE L13 - PROBATIONARY PERIOD

- 13.01 A newly hired Occasional Teacher shall be considered to be on probation until they have completed their probationary period as specified in clause 3.04. During an Occasional Teacher's probationary period, the Board may dismiss the Occasional Teacher subject to 5.02 b) and remove the Occasional Teacher from the Occasional Teacher List provided that the Board does not act with discrimination or in bad faith.

#### ARTICLE L14 - SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

- 14.01 All absences must be reported in accordance with the Absence Reporting Administrative Procedure. Absences for personal illness or injury for a period not exceeding five (5) days may be certified by the school Principal unless the Manager of Human Resources or designate asks specifically for certification by a qualified medical or dental practitioner. For absences over five (5) days a certificate from a qualified medical or dental practitioner may be requested. If the Board asks for a medical certificate to be provided, the Member will be reimbursed for the cost of the required certificate.

#### ARTICLE L15 - UNION REPRESENTATIVE

- 15.01 The Union shall notify the Board, in writing, of the names of the persons elected to office in the Union.
- 15.02 The Board shall provide the Union with access to the Board's courier services at no cost.
- 15.03 The Board shall provide to the Union bulletin board space in each elementary school for the posting of notices which may be of interest to Occasional Teachers.
- 15.04 The Board shall give the Occasional Teachers access to meeting rooms for Union activities outside the school day, at no cost, provided this does not interrupt the instructional program, school or rental functions of the Board.

## ARTICLE L16 – MISCELLANEOUS LEAVES

### Bereavement Leave

16.01 Bereavement Leave shall be granted by the Manager of Human Resources or designate without loss of salary for up to four (4) days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teachers's immediate family or immediate family by marriage in order for the Occasional Teacher to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, guardians, spouse, children, brothers, sisters, grandparents, stepfather, stepmother, stepbrother, stepsister and stepchild. Immediate family by marriage shall mean parents-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

It is understood that spouse includes common-law and same-sex partners.

One day of compassionate leave with pay may be granted for the extension of bereavement. A leave of this nature will usually cover extraordinary circumstances that are beyond the individual employee's control, which merit individual attention and is subject to the approval of the Executive Officer of Human Resources or designate.

In all other cases one (1) unpaid day shall be allowed for the purpose of attending a funeral, subject to approval of the Principal by completing the Absence Approval form as per article 18.01 c.

### Jury Duty or Subpoena

16.02 During the period of their assignment, a Long Term Occasional Teacher is entitled to salary, notwithstanding the Member being absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which the Member is not a party or one of the persons charged, provided that the Long Term Occasional Teacher pays to the Board any fee, exclusive of traveling allowance, and living expenses, that the Member receives as a juror or as a witness.

### Religious Holy Days

16.03 Subject to the approval of the Manager of Human Resources or designate, a Long Term Occasional Teacher may be granted up to a maximum of three (3) days paid leave within any one full school year, for officially recognized religious holy days that fall within the term of their assignment. In addition, a maximum of six (6) days without pay may be granted within any one full school year for officially recognized religious holy days that are within the term of their assignment.

### Quarantine

16.04 During the period of their assignment, Long Term Occasional Teachers are entitled to legitimate absence from duty in any case where, because of exposure to communicable disease the teacher is quarantined or otherwise prevented by order of the public medical health authorities pursuant to the Public Health Act, from attending upon the teacher's duties.

### Parenting Leave

16.05 During the period of their assignment, a leave of three (3) days with pay, may be granted to a Long Term Occasional Teacher on the occasion of the birth or adoption of a Member's child. It is understood that the days can be used in a flexible manner from the day of birth through the subsequent six (6) week period..

### Moving Day

16.06 Subject to a minimum notice of three (3) instructional days being given to the Long Term Occasional Teacher's Principal and with the approval of the Manager of Human Resources or designate, a Long Term Occasional Teacher may be granted a leave of absence for one (1) instructional day in any one (1) school year for moving. This day will have a deduction from the teacher's cumulative sick leave bank, or if there are no days remaining in the bank, the day will be approved as unpaid.

### Graduation Leave

16.07 A member on a Long Term Occasional contract shall be granted a one (1) day leave without loss of pay or sick leave credits while attending the member's post secondary graduation or that of a spouse, son, daughter, step-child, parent or step-parent.

### ARTICLE L17 – MATERNITY/PARENTING/ADOPTIVE LEAVE

17.01 A Long Term Occasional Teacher is entitled to maternity and adoption leave in accordance with the Employment Standards Act for the period of time that the maternity/parenting/adoptive leave falls within their long term assignment.

### ARTICLE L18 – VOLUNTARY LEAVES OF ABSENCE

18.01 a) An Occasional Teacher may request, in writing to the Manager of Human Resources, a leave of absence. The leave must be for a minimum of three (3) months and up to one (1) year. There is no entitlement to salary nor shall the time on leave count towards any recognition for experience or salary. The employee is responsible for de-activating their name from the absentee reporting and replacement information system for the duration of the leave. All such requests must be made on or before April 1<sup>st</sup> of any school year.

b) For a voluntary leave of absence of less than three (3) months the Occasional Teacher may choose to block themselves on the absence reporting system.

Extensions beyond one year may be granted for exceptional circumstances subject to approval by the Manager of HR.

Extensions beyond the two (2) years will not be granted.

c.i) Subject to a minimum notice of three (3) instructional days being given to the Member's Principal and with the support of the Principal and approval of the Manager of Human Resources, a Long Term Occasional Teacher may be granted an unpaid day by completing an Absence Approval Form.

c.ii) The Board agrees to consider extensions to the unpaid day as defined under (c. i) above for extenuating circumstances.

18.02 It is the Occasional Teacher's responsibility to inform the board in writing and to reactivate their name on the system, at the end of the leave period.

### ARTICLE L19 - WORKING CONDITIONS

#### Staffing

19.01 The Board shall make an effort to assign an Occasional Teacher when an Elementary Teacher is absent due to illness or an approved leave.

#### In-School Information

19.02 The Principal of each school shall ensure that the following in-school information is provided to Occasional Teachers: a timetable for the Occasional Teacher's assignment (including supervision periods and yard duties); a schedule identifying period times; an up-to-date class list; access to appropriate technology to complete attendance; a seating plan; a floor plan of the school; an outline of the school day (including opening procedures, washroom procedures); fire drill and emergency procedures; written information on school discipline procedures; swipe cards; keys to the rooms in which the Occasional Teacher will be teaching, if available; information on access to equipment and sources of assistance; safety and Behaviour plans for identified students or students with

special needs; a list of students with special health-related or other needs; a list of students in special in-school support programs, including their timetables; a list of students arriving by bus.

- 19.03 The Board agrees that the primary responsibility of the Occasional Teacher is to fulfill the teaching duties of the Elementary Teacher and further agrees that support from the school administration will be provided.

#### Timetable

19.04

- a) The timetable for the Occasional Teacher shall be the same as the timetable of the teacher being replaced.
- b) Notwithstanding Article 19.04 a) above,
- i) An Occasional Teacher shall not be assigned any yard duty or bus duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment. It is understood that a comparable duty may be assigned by the Principal during the day.
  - ii) An Occasional Teacher may be required to assist regular teachers to cover classes on a day when a school does not receive the appropriate allotment of Occasional Teachers to cover teacher absences.
  - iii) The Board shall post an assignment on the Halton Absentee Reporting and Replacement system in order to bring in an Occasional Teacher for the purpose of the repayment of preparation time for the regular teachers. Such assignment shall be free of any other supervision or yard duties.
  - iv) For the one day occasional teaching assignment, if the timetable of the teacher being replaced has more than one block of planning time, the principal shall have the prerogative to assign other professional assignments to the Occasional Teacher during that planning time in excess of the one block.
  - v) Short term occasional teachers covering assignments for reasons other than the replacement of a single teacher (eg. preparation payback, coverage for IPRC, SRT Meetings, grade placements, Monitoring Meetings) will be informed of the nature of the assignment. With the exception of payback planning as set out in 19.04 iii), other vacancies will have no more than one supervision or yard duty.

#### Lunch Period

- 19.04 Each Occasional Teacher who is working a full school day is entitled to a lunch period of a minimum of forty (40) consecutive minutes.

When an Occasional Teacher is assigned a half day assignment only, and the teacher that is being replaced is responsible for supervision duties during the nutrition break, the Occasional Teacher will be responsible for that supervision duty.

Whenever possible, each Occasional Teacher who accepts two (2) assignments in one day would be entitled to have a forty (40) minute lunch period.

#### Harassment

- 19.06 The Board and the Union agree that allegations of harassment will be investigated.

#### Inclement Weather

19.05

i) Long Term Occasional Teachers:

Weather conditions preventing a Long Term Occasional Teacher from attending work shall not interrupt the continuity of Long Term Occasional Teaching Assignments. If a Long Term Occasional Teacher cannot attend due to inclement weather where the Board has not closed the school to staff, payment for that day will be at the discretion of the Board. There will be no pay deductions for Long Term Occasional Teachers if the Board has closed the school(s) to staff due to inclement weather during the term of the Long Term Occasional Teacher's assignment.

ii) Short Term Occasional Teachers:

If Short Term Occasional Teachers have accepted and received a job number to work on a day when the schools are closed to staff due to inclement weather, they will be paid for that day. In the case of the Short Term Occasional Teacher having a job cancelled at a school due to inclement weather and the Short Term Occasional Teacher picks up another job at another school of the Board on the same day, the Short Term Occasional Teachers will not be paid twice for that day.

If there is a second consecutive day or more of school closure for staff due to inclement weather the Short Term Occasional Teacher will not be paid.

Mileage

19.08 An Occasional Teacher who is replacing an Itinerant Teacher and is required to work at two (2) or more work locations on the same day, or an Occasional Teacher who is assigned duties at two (2) or more work locations on the same day by the Board, shall be paid a travel allowance for mileage between the schools, according to the Board's mileage policy, as amended from time to time.

If an Occasional Teacher chooses to accept jobs on the same day, that are at two (2) or more work locations then that Occasional Teacher shall not be paid a travel allowance for mileage between the schools.

An Occasional Teacher will only be paid mileage if they are replacing a contract teacher on the same day at two (2) or more work locations and the contract teacher is eligible to claim mileage.

Balanced Day Schedule

19.09 For schools operating on the balanced day schedule, the half day will be deemed to occur at the end of 150 instructional minutes excluding duty/supervision and nutrition breaks that may have occurred within the half day.

19.10 An Occasional Teacher who is called in and reports to work to find that his or her services are not required shall remain to work in the school, on that day, for no more than half (0.5) of a day and will be paid for half a day. If the assignment the Occasional Teacher was filling is for less than half a day, then the Occasional Teacher will remain in the school and will be paid the appropriate prorated amount.

There will be no payment for time not worked.

ARTICLE L20 – ACCESS TO INFORMATION

Data for Negotiations

20.00 Upon written request, the Union shall be provided with copies of data relevant to the negotiation and administration of this agreement including, but not limited to, the following:

- a) listings of all employees covered by this agreement;
- b) a listing of Occasional Teachers on approved leaves of absence and the duration of the leaves.
- c) a list of French Occasional Teachers
- d) the number of unfilled jobs throughout the school year
- e) the number of days of work available throughout the school year

20.01 The Union understands that the Board will respond to its written request as quickly as possible and,

whenever possible, within five (5) instructional days.

### Personnel Files

- 20.02 The personnel file for the Occasional Teacher will be maintained in the Human Resources Department. An Occasional Teacher may have access to the file with one instructional day's notice to the Manager of Human Resources and shall receive photocopies of any documents in their personnel file, as requested.
- 20.03 With one instructional day's written notice to the Manager of Human Resources, where a member authorizes, in writing, access to their personnel file by the President of the Union acting on behalf of the member, the Board shall provide such access, as well as copies of materials therein authorized and requested.
- 20.04 Copies of documentation respecting the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher.
- 20.05 An Occasional Teacher shall be entitled to provide a statement for inclusion in their personnel file, in cases dealing with disagreement regarding information contained within the personnel file.
- 20.06 A disciplinary or adverse report will be kept on file in the Human Resources Department.
- 20.07 A disciplinary or adverse report may be removed from the Human Resources Department's file at the discretion of the Executive Officer of Human Resources. An Occasional Teacher shall have the right to request the removal of any Disciplinary or adverse report from the Human Resources Department's file after one year by appealing to the Executive Officer of Human Resources. Such request shall not be unreasonably denied. If a disciplinary or adverse report is not removed from the Occasional Teacher's file, the Occasional Teacher will be provided with a written detailed rationale for this decision and a copy of the letter will be sent to the Bargaining Unit President.

### ARTICLE L21 - PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS

- 21.01 A Professional Activity Day shall not interrupt the continuity of a long term occasional teaching assignment.
- 21.02 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity sessions. Where there is a Professional Activity day scheduled on the day immediately preceding a LTO assignment or the day immediately following the end of a LTO assignment, the PA day will be included as part of the LTO contract duration.
- 21.03 Occasional Teachers shall, upon request, have access to the Board's in-service programs on a voluntary basis, without pay.

### ARTICLE L22 - EMPLOYEE RELATIONS COMMITTEE

- 22.01 The Employee Relations Committee will continue to meet. The Committee shall have as its members up to three representatives from the Board and up to three representatives from the Union. The Board will be represented by a Senior Administrator. One representative from the Board and one representative from the Union will act as co-chairs for the committee. The parties agree to the following
- i) The committee shall meet at the request of either co-chair at a mutually convenient time.
  - ii) The committee shall discuss issues of concern to either the Board or the Union.

ARTICLE L23 - EARLY CLOSING

23.01 The Board will close the elementary schools ninety (90) minutes early on the last school day prior to Christmas and Summer break.

ARTICLE L24 - PRINTING OF COLLECTIVE AGREEMENT

24.01 The board shall make the Collective Agreement available electronically.

24.02 The Board shall provide all Occasional Teachers who are newly hired to the Board with an information package. The Union may provide the board with information to be included in this package.

ARTICLE L25 - RATES OF PAY

25.01 The Board shall pay to Occasional Teachers in respect of each day of employment as an Occasional Teacher with the Board, the following rate of pay, prorated for part day assignments:

Elementary Daily Certified Teacher Rate

August 31, 2019	\$239.44
September 1, 2019	\$241.83
September 1, 2020	\$244.25
September 1, 2021	\$246.70

Elementary Daily Letter of Permission Rate

August 31, 2019	\$207.46
September 1, 2019	\$209.53
September 1, 2020	\$211.63
September 1, 2021	\$213.75

The Salary Grid for the Elementary Teachers would take effect beginning on the 11th consecutive instructional day of the assignment for the Long Term Occasional Teacher and will be made retroactive to the first day of the assignment. If the Occasional Teacher has signed a long term contract from the beginning of their assignment they would be paid on the Elementary Teachers grid from the first day of that assignment.

The current salary grids for the Halton Elementary Teacher Local are attached as Appendix 1 to the agreement for reference purposes.

25.02

Long Term Occasional Teachers

- a) A Long Term Elementary Occasional Teacher as defined in Article 3 shall be paid in accordance with the applicable Salary Grid for the Board's Elementary Teachers for the term of their assignment. Related experience will be recognized in accordance with the practice for Elementary
- b) Effective August 31, 2012, daily elementary occasional teaching will be recognized for grid placement for Long Term Occasional contracts.  
The calculation of such experience will be limited to Halton elementary daily occasional teaching experience only, earned commencing September 1, 2011. Experience will be credited at the rate of 1/194 for each equivalent two (2) full occasional teaching days taught. Such experience will be credited automatically
- c) Teaching experience earned on or after September 1, 2020 in a publicly funded K-12 school board as a short-term occasional teacher shall be considered with the equivalency of one (1) day of experience for every two (2) days of occasional teaching.

In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year. It is the Teacher's responsibility to track their experience and to provide to the Board acceptable documentation.

25.03 In the event a new collective agreement for the Elementary Teachers provides for retroactive pay increases due to a salary grid increase, such retroactivity shall also apply to the pay for Long Term Occasional Teachers who were working on Long Term assignments during the period of time that retroactive adjustments are applicable.

25.04

- a) Effective September 1, 2016, both Short Term and Long Term Occasional Teachers shall be paid on a bi-weekly basis.
- b) Occasional Teachers shall be paid on a monthly/bi-weekly basis by direct deposit into the bank, trust company or credit union account designated by the Teacher. It is the responsibility of the Occasional Teacher to notify in writing, the Payroll Supervisor, three (3) weeks in advance of the pay date, if there is a change in the financial institution and/or account number. Failure to supply the Payroll Department with this information will result in delays in payment of wages owing.

25.05 For Occasional Teachers, the pay stub shall indicate the period for which the teacher is being paid and the number of days worked as either a Short Term Occasional Teacher or Long Term Occasional Teacher and shall be available through the Employee Self Service (ESS).

25.06 The Record of Employment Certificates for Short Term Occasional Teachers will be issued only upon request to the Payroll Department. Long Term Occasional Teachers will receive the Record of Employment Certificate at the conclusion of their assignment, or, if at the end of the school year, ten (10) working days following the last school day in June.

#### ARTICLE L26 - CATEGORY & TEACHING EXPERIENCE - LONG TERM OCCASIONAL TEACHERS

##### 26.01 Initial Placement (Category and Teaching Experience)

26.01.01

All newly hired Long Term Occasional Teachers are required to submit their Q.E.C.O. evaluation. All Long Term Occasional Teachers shall be paid according to their Q.E.C.O. valuation, based on either Q.E.C.O. IV or V, and in accordance with the provisions of this Collective Agreement. The Long Term Occasional Teacher hired prior to September 1, 2000 may continue placement under Q.E.C.O. III.

26.01.02

Newly hired Occasional Teachers with proof of an acceptable University degree shall be placed in Category A1, Step 0 pending receipt of a Q.E.C.O. rating. When documentary proof of qualifications is provided, the Occasional Teacher shall be placed in the appropriate category on the salary schedule. The documentary proof of qualifications is to be filed with the Manager of Human Resources or designate. The category placement adjustment shall be retroactive to the first long term occasional assignment with the Board, once the Occasional Teacher has submitted the required documentation as per the timelines outlined in Article 26.01.04.

Newly hired Long Term Occasional Teachers without a University degree shall be placed in Category A, Step 0 pending receipt of a Q. E. C. O. rating. When documentary proof of qualifications is provided, the Occasional Teacher shall be placed in the appropriate category on the salary schedule. The documentary proof of qualifications is to be filed with the Manager of Human Resources or designate. The category placement adjustment shall be retroactive to the first long



term occasional assignment, once the Occasional Teacher has submitted the required documentation as per the timelines outlined in Article 26.01.04

#### 26.01.03

All newly hired Occasional Teachers shall be placed at 0 years experience where no documentation of proof is provided. When documentary proof of experience is provided, the Occasional Teacher shall be placed in the appropriate salary schedule position. The documentary proof of experience is to be filed with the Manager of Human Resources or designate. The experience placement shall be retroactive to the first long term occasional assignment, once the Occasional Teacher has submitted the required documentation as per the timelines outlined in Article 26.01.04.

#### 26.01.04

In the event that complete documentation for either experience and/or qualifications are provided to the Manager of Human Resources within one hundred and twenty (120) instructional days of their first long term occasional contract with the Board, a retroactive adjustment will be made. The maximum amount of retroactive adjustment payment shall be the school year in which the documentation is received.

However, in situations where documentation is delayed through no fault of the Member, retroactive adjustment payment will be from the school year in which the documentation would normally have been received. It is understood that if the Member is having difficulty in obtaining the appropriate documentation, the Member will file with the Board within the school year a letter stating such difficulty.

### 26.02 Subsequent Placements (Category Updates and Teaching Experience)

#### 26.02.01

The Occasional Teacher shall assume responsibility for advising the Manager of Human Resources or designate of any change in status which would result in a change in such placement or a change in salary.

#### 26.02.02

Changes in qualifications which result in an Occasional Teacher being placed in a higher category shall be effective on or retroactive to September 1, provided:

- a) the qualifications are obtained on or before September 1; and
- b) provided the Manager of Human Resources or designate receives written notification before December 31 of that year; and
- c) provided the Manager of Human Resources or designate receives written documentation of qualifications on or before May 31 of the subsequent year.

All conditions must be fulfilled by the Occasional Teacher for a higher category placement to become effective.

#### 26.02.03

Changes in qualifications which result in an Occasional Teacher being placed in a higher category shall be effective on or retroactive to January 1, provided;

- a) the qualifications are obtained after September 1 of such school year but on or before January 1; and
- b) provided the Manager of Human Resources or designate receives written notification before March 31; and
- c) provided the Manager of Human Resources or designate receives written documentation of qualifications on or before August 31.

All conditions must be fulfilled by the Occasional Teacher for a higher category placement to become effective.

26.02.04

Additional prior experience documents submitted after the 120 day period which result in a Teacher being placed in a higher step shall be effective the date of receipt of the documents, provided the experience is recognized in accordance with Article 25.02. The Executive Officer of Human Resources shall decide in any case of dispute.

## ARTICLE L27- JOB VACANCIES

### 27.01 Long Term Occasional Assignments

When hiring for Long Term Occasional assignments the Board shall give first consideration to applications received from members of the bargaining unit.

The Principals will follow the Board's hiring criteria when reviewing applications, qualifications, conducting interviews and completing reference checks for candidates being considered.

It is understood that full-time Occasional Teachers who have already accepted long term assignments for some or all of the period covered by the posted assignment are not eligible to be considered for the position unless the Executive Officer of Human Resources or Human Resources Manager has given prior approval that they may be considered for the position.

It is also understood that any Long Term Occasional Teacher may terminate their contract to accept a probationary contract

### Permanent Vacancies

When hiring for permanent vacancies the Board shall give first consideration to applications received from members of the bargaining unit.

The Principals will follow the Board's hiring criteria when reviewing applications, qualifications, conducting interviews and completing reference checks for candidates being considered.

27.02 Vacancies for Long Term Occasional positions known to the Board, will be posted in all elementary schools at least three (3) working days prior to the closing date for application. A copy of the posting shall be forwarded to the President of the Local and posted electronically to the Elementary Occasional Teacher Gmail conference.

27.03 All qualified Occasional Teacher applicants shall be granted an interview. However, when more than five (5) Occasional Teacher applicants apply, the Board may short-list a minimum of five (5) candidates for interview purposes. Unsuccessful candidates who were interviewed for Long Term positions shall receive a debriefing upon request.

27.04 It is understood that the appointment of Occasional Teachers to Long Term assignments that occur as a result of illness of an Elementary teacher, will not be posted.

27.05 An occasional teacher on the Board's occasional teacher Roster shall not be required to pay a fee in order to apply for a long term occasional teaching position with the Board.

27.06 The President of the Bargaining Unit or designate will have Union access to Apply to Education.

#### ARTICLE L28– TERMINATION OF LONG TERM ASSIGNMENT

- 28.01 In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Occasional Teacher will be given five (5) teaching days notice or five (5) days pay in lieu of notice.
- 28.02 A Long Term Occasional Teacher may end their LTO assignment prior to the expiry date by providing no less than five (5) teaching days written notice to the Manager of Human Resources and to the Principal/Vice-Principal of the school and to which they are assigned.

#### ARTICLE L29 – LEAVE FOR UNION BUSINESS

- 29.01 The Board may grant the release from teaching duties of a Long Term Occasional Teacher. Such request will be made in writing, in advance, to the Manager of Human Resources. The Union shall reimburse the Board for its actual replacement cost, if any. The Long Term Occasional Teacher shall continue to accumulate credit for teaching experience for the period of the leave.

#### ARTICLE L30 - LONG TERM OCCASIONAL PERFORMANCE APPRAISALS

- 30.01 Long Term Occasional Teachers may be evaluated in accordance with the Board's Occasional Teacher Evaluation process and relevant legislation.
- 30.02 To the extent possible, performance appraisals will be completed prior to May 31st.

#### ARTICLE L31– CORRESPONDENCE

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

#### ARTICLE L32 - TERM OF AGREEMENT

- 32.01 This Agreement shall be in effect from the 1<sup>st</sup> day of September, 2019 and shall remain in effect until the 31<sup>st</sup> day of August, 2022 and from year to year thereafter, unless either party notifies the other party in writing within 90 days prior to the expiration date, as to its desire to renew the Agreement with or without modifications, or to make a new Agreement.
- 32.02 During the life of this Agreement any amendments shall be made only by mutual consent, in writing, of the parties to this Agreement.

Letter of Agreement  
between  
The Halton District School Board  
(hereinafter referred to as the “Board”)  
and  
The Elementary Teachers’ Federation of Ontario  
(hereinafter referred to as the “Union”)

PROFESSIONAL DEVELOPMENT

Effective September 1, 2020, the Board agrees to provide \$7000 annually for the purpose of Professional Development. It is understood that the Board and the Union will meet to discuss how the dollars will be utilized.

These funds may accumulate over a two (2) year period and the maximum carry forward value shall not exceed \$14,000.

Dated at Burlington this 29th day of September 2020.

FOR THE BOARD:

FOR THE UNION:

Sari Taha  
General Manager of Human  
Resources

Al Bero  
President, Chief Negotiator

Allison Ippolito  
Manager of Human Resources

Brad Boehmer  
1’st VP, Member, HEOT

John Pennyfather  
Superintendent of Education

Daliah Brown  
Member, HEOT

Keith Murray  
Manager Professional Services

Nicole D’Angelo  
Member, HEOT

Andrew Davidson  
Labour Relations and Workplace  
Investigations Specialist

Kelly Holley  
ETFO Provincial Staff Officer

Justyna Ruffolo  
Human Resources Analyst

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Letter of Agreement  
between  
The Halton District School Board  
(hereinafter referred to as the “Board”)  
and  
The Elementary Occasional Teachers’ Federation of Ontario, Halton District  
(hereinafter referred to as the “Union”)

HOURS OF INSURABLE EARNINGS

Without prejudice to the number of hours actually worked by an individual teacher in connection with the teacher’s professional duties and for the limited purpose of completing the forms under the Employment Insurance Act and without prejudice to the respective positions of the Board and Union as to the number of hours worked on a daily basis by the average teacher.

The undersigned parties have considered Section 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130. No. 14 pertaining to Section 55 of the Employment Insurance Act. Section 10 provides methods so that employers can complete the Records of Employment for workers not paid on an hourly basis. The parties agree, under 10 (2) of this regulation that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that Members working a full time assignment shall be deemed to have worked at least eight (8) hours each work day they are employed. Part-time Members working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

Dated at Burlington this 29th day of September 2020.

FOR THE BOARD:

FOR THE UNION:

Sari Taha  
General Manager of Human  
Resources

Al Bero  
President, Chief Negotiator

Allison Ippolito  
Manager of Human Resources

Brad Boehmer  
1’st VP, Member, HEOT

John Pennyfather  
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Andrew Davidson  
Labour Relations and Workplace  
Investigations Specialist

Kelly Holley  
ETFO Provincial Staff Officer

Justyna Ruffolo  
Human Resources Analyst

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Letter of Understanding  
between  
The Halton District School Board  
(hereinafter referred to as the “Board”)  
and  
The Elementary Teachers’ Federation of Ontario  
(hereinafter referred to as the “Union”)  
LONG TERM OCCASIONAL TEACHERS  
Effective September 1, 2009

RE: PARENT TEACHER INTERVIEWS

It is understood that Long Term Occasional teachers will continue to accommodate parents when scheduling interviews, however realizing that parent-teacher interviews may significantly extend the length of the school day for Long Term Occasional teachers, the following procedures will be implemented if a professional activity day(s) is allocated by the Employer for parent-teacher interviews. Following input from staff, the Principal shall structure the professional activity day in order to enable Long Term Occasional teachers flexible arrival and/or departure times in recognition of their extended day(s). For clarification should a teacher interview parents and/or students in an evening(s) equivalent in time to 0.5 of the professional activity day, the Long Term Occasional teacher would only be expected to work 0.5 of the professional activity day.

It is understood that the Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the grievance procedure.

Dated at Burlington this 29th day of September 2020.

FOR THE BOARD:

Sari Taha  
General Manager of Human  
Resources

Allison Ippolito  
Manager of Human Resources

John Pennyfather  
Superintendent of Education

Keith Murray  
Manager Professional Services

Andrew Davidson  
Labour Relations and Workplace  
Investigations Specialist

Justyna Ruffolo  
Human Resources Analyst

FOR THE UNION:

Al Bero  
President, Chief Negotiator

Brad Boehmer  
1<sup>st</sup> VP, Member, HEOT

Daliah Brown  
Member, HEOT

Nicole D’Angelo  
Member, HEOT

Kelly Holley  
ETFO Provincial Staff Officer

Letter of Agreement  
between  
The Halton District School Board  
(hereinafter referred to as the “Board”)  
and  
The Elementary Teachers’ Federation of Ontario  
(hereinafter referred to as the “Union”)

PAYMENT OF UNION EXECUTIVE MEMBERS

The parties agree that the Board will administer payroll for the Union Executive on a monthly basis. The Union will reimburse the Board for the full cost of salary, vacation, benefits and all statutory benefits. A list of Union Executive Members will be provided to the Board no later than September 1st of each school year. Any additions, deletions or changes to the list of members to be paid will be communicated in writing to the Manager of HR Operations. Such days paid will be considered as a day worked for the purpose of this collective agreement.

Dated at Burlington, Ontario this 29<sup>th</sup> day of September, 2020.

FOR THE BOARD:

FOR THE UNION:

Sari Taha  
General Manager of Human  
Resources

Al Bero  
President, Chief Negotiator

Allison Ippolito  
Manager of Human Resources

Brad Boehmer  
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Justyna Ruffolo  
Human Resources Analyst

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Letter of Agreement  
between  
The Halton District School Board  
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and  
The Elementary Teachers’ Federation of Ontario  
(hereinafter referred to as the “Union”)

INVESTIGATION – LONG TERM OCCASIONAL TEACHER

Where an Occasional Teacher is on a Long Term Occasional Teaching assignment and has been suspended with pay during an investigation (ie. Children’s Aid Society), the member will continue to receive pay until the investigation is completed, or the end date of the Long Term Occasional contract has been reached.

INVESTIGATION – Short Term Occasional Teacher

In a case of a Short Term Occasional Teacher who has been suspended due to an investigation (ie. Children’s Aid Society) the member will continue to receive pay until the investigation is completed if they are assigned home during the school year. The board will determine the average number of days worked for the previous three (3) consecutive months worked to determine what the member should be entitled to. *(ie. If the member has worked 10 days an average per month they would receive 10 days pay if assigned home for a month or a prorated amount if less then one (1) month).*

Dated at Burlington this 29th day of September 2020.

FOR THE BOARD:

FOR THE UNION:

Sari Taha  
General Manager of Human  
Resources

Al Bero  
President, Chief Negotiator

Allison Ippolito  
Manager of Human Resources

Brad Boehmer  
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Letter of Agreement  
Between  
The Halton District School Board  
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and  
The Elementary Teachers’ Federation of Ontario  
(hereinafter referred to as the “Union”)

RE: PROGRESS REPORTS, REPORT CARDS AND PARENT INTERVIEWS

For the purpose of clarifying current practice and providing consistency of support throughout the system with regards to Progress Reports, Report Cards and Parent / Teacher Interviews, the parties agree to the following:

1. Members in Long Term Occasional assignments shall be given ample notice of any deadlines associated with the preparation of reports.
2. A Member in a Long Term Occasional assignment who has been in the assignment for less than twenty ( 20 ) instructional days shall be offered assistance to complete reports.
3. When a Long Term Occasional assignment is completed prior to the required date for reports to be submitted, the Occasional Teacher may be requested by the Administrator to assist with the completion of reports or interviews with parents. In such an event, the Occasional Teacher shall be paid at the LTO rate.

Dated at Burlington this 29th day of September 2020.

FOR THE BOARD

Sari Taha  
General Manager of Human  
Resources

Allison Ippolito  
Manager of Human Resources

John Pennyfather  
Superintendent of Education

Keith Murray  
Manager Professional Services

Andrew Davidson  
Labour Relations and Workplace  
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Letter of Agreement  
Between  
The Halton District School Board  
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and  
The Elementary Teachers’ Federation of Ontario  
(hereinafter referred to as the “Union”)

RE: LETTER OF AGREEMENT: REGULATION 274 PROCESS COMMITTEE  
[\(Link to Central Regulation 274\)](#)

Following the results of the Central Regulation 274 Hiring Practices committee, the Board and the Union agree to convene a committee ( minimum of 3 Union and 3 Board reps) to discuss and make recommendations on the process used to develop and maintain the LTO List and the process used to place LTO List members into permanent or LTO jobs.

Dated at Burlington this 29th day of September 2020.

FOR THE BOARD

Sari Taha  
General Manager of Human  
Resources

Allison Ippolito  
Manager of Human Resources

John Pennyfather  
Superintendent of Education

Keith Murray  
Manager Professional Services

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Labour Relations and Workplace  
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Letter of Agreement  
between  
The Halton District School Board  
( hereinafter referred to as the “Board”) and  
The Elementary Teachers’ Federation of Ontario  
(hereinafter referred to as the “Union”)

REVIEW OF THE ELEMENTARY OCCASIONAL TEACHER ROSTER AND THE HALTON  
ABSENTEE REPLACEMENT SYSTEM (SMARTFIND)

Whereas the union expressed a concern about the number of day to day occasional teaching opportunities available to members and the distribution of work to members, the parties agree that the Manager of Human Resources, and the President of the Union will meet to have a consultative review of data from the absentee replacement system ( Smartfind) and to review the composition of the Elementary Occasional Teacher Roster. The review would take place prior to the start of the school year and each year thereafter, and throughout the year as mutually agreed upon by both parties.

The Board will use the information to manage and update the composition of the Occasional Teacher Roster to ensure an appropriate list of Elementary Occasional Teachers to provide the best possible education for students. The Board would not exercise its rights in an unreasonable manner in this regard. The review will also include the operational effectiveness of the absentee replacement system ( Smartfind). With the goal of a Managed Occasional Teacher’s Roster that will meet the needs of the system, the consultative review of the data will include but is not limited to; Membership demographics including basic qualifications, additional qualifications, divisions, retirements, leaves of absence, resignations , permanent hires. Unfilled jobs – by classification, division, geographic area and periods of high usage. Distribution of work.

Dated at Burlington, Ontario this 29<sup>th</sup> day of September, 2020.

FOR THE BOARD

Sari Taha  
General Manager of Human  
Resources

Allison Ippolito  
Manager of Human Resources

John Pennyfather  
Superintendent of Education

Keith Murray  
Manager Professional Services

Andrew Davidson  
Labour Relations and Workplace  
Investigations Specialist

Justyna Ruffolo  
Human Resources Analyst

FOR THE UNION

Al Bero  
President, Chief Negotiator

Brad Boehmer  
1<sup>st</sup> VP, Member, HEOT

Daliah Brown  
Member, HEOT

Nicole D’Angelo  
Member, HEOT

Kelly Holley  
ETFO Provincial Staff Officer

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Letter of Agreement  
Between  
The Halton District School Board  
(hereinafter referred to as the “Board”)  
and  
The Elementary Teachers’ Federation of Ontario  
(hereinafter referred to as the “Union”)

RETIREMENT CELEBRATION FOR LONG STANDING OCCASIONAL TEACHERS

The Board agrees to include long-standing occasional teachers in the Board’s annual Retirement Celebration Service as recognition for their dedicated service and contributions to the Halton District School Board. This does not apply to those occasional teachers who have previously retired from another role within the board.

Dated at Burlington, Ontario this 29<sup>th</sup> day of September, 2020.

FOR THE BOARD

FOR THE UNION

Sari Taha  
General Manager of Human  
Resources

Al Bero  
President, Chief Negotiator

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Letter of Agreement  
between  
The Halton District School Board (hereinafter referred to as the “Board”)  
and  
The Elementary Teachers’ Federation of Ontario (hereinafter referred to as the “Union”)

OCCASIONAL TEACHERS RECRUITMENT AND RETENTION

A committee consisting of two (2) representatives of the Board and two (2) representatives of the Union will be established to discuss the Board’s fill rates, recruitment and retention of Elementary Occasional Teachers, including the Board’s method of recognizing daily occasional experience.

The parties agree to meet no later than November 1, 2020 and provide recommendations to the Executive Officer of Human Resources by March 31, 2020.

Dated at Burlington, Ontario this 29<sup>th</sup> day of September, 2020.

FOR THE BOARD

Sari Taha  
General Manager of Human  
Resources

Allison Ippolito  
Manager of Human Resources

John Pennyfather  
Superintendent of Education

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## Appendix 1

### Halton Elementary Long Term Occasional Teachers Grid

#### September 1, 2019 to August 31, 2020

<u>Years Experience</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
	\$	\$	\$	\$	\$
0	43,231	48,561	51,879	55,758	59,073
1	46,320	51,879	55,202	59,073	62,398
2	49,415	55,202	58,525	62,398	65,712
3	52,507	58,525	61,843	65,712	69,041
4	55,601	61,843	65,159	69,041	72,352
5	58,686	65,159	68,484	72,352	75,672
6	61,782	68,484	71,802	75,672	78,997
7	64,877	71,802	75,120	78,997	82,316
8	67,968	75,120	78,443	82,316	85,632
9	74,477	79,535	81,853	85,632	88,951
10	-	-	86,541	88,950	92,413
11	-	-	-	93,876	100,961

#### September 1, 2020 to August 31, 2021

<u>Years Experience</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
	\$	\$	\$	\$	\$
0	43,663	49,047	52,398	56,316	59,664
1	46,783	52,398	55,754	59,664	63,022
2	49,909	55,754	59,110	63,022	66,369
3	53,032	59,110	62,461	66,369	69,731
4	56,157	62,461	65,811	69,731	73,076
5	59,273	65,811	69,169	73,076	76,429
6	62,400	69,169	72,520	76,429	79,787
7	65,526	72,520	75,871	79,787	83,139
8	68,648	75,871	79,227	83,139	86,488
9	75,222	80,330	82,672	86,488	89,841
10	-	-	87,406	89,840	93,337
11	-	-	-	94,815	101,971

#### September 1, 2021 to August 31, 2022

<u>Years Experience</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
	\$	\$	\$	\$	\$
0	44,100	49,537	52,922	56,879	60,261
1	47,251	52,922	56,312	60,261	63,652
2	50,408	56,312	59,701	63,652	67,033
3	53,562	59,701	63,086	67,033	70,428
4	56,719	63,086	66,469	70,428	73,807
5	59,866	66,469	69,861	73,807	77,193
6	63,024	69,861	73,245	77,193	80,585
7	66,181	73,245	76,630	80,585	83,970
8	69,334	76,630	80,019	83,970	87,353
9	75,974	81,133	83,499	87,353	90,739
10	-	-	88,280	90,738	94,270
11	-	-	-	95,763	102,991