

Collective Agreement

Between



**The Elementary Teachers
Federation of Ontario
Keewatin-Patricia Occasional Teachers' Local**

And



The Keewatin-Patricia District School Board

September 1, 2022

To

August 31, 2026

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

- a) All funding in section c) shall be subject to the following conditions:
 - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT’s expense, within 30 days after their decision to make the change.
 - ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
 - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.

- c) The funding rate shall be increased for inflation as follows on the following dates:
 - i. September 1, 2022: 1% (\$6,235.74)
 - ii. September 1, 2023: 1% (\$6,298.10)
 - iii. September 1, 2024: 1% (\$6,361.08)
 - iv. September 1, 2025: 1% (\$6,424.69)
 - v. August 31, 2026: 4% (\$6,681.68)

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.
- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out;
 - ii. Divide i) by 194 days;
 - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary

data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.

- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.

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

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

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.

- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

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

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

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

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

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

C9.00 DIAGNOSTIC ASSESSMENT

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

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

- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C10.2 Pregnancy Leave

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Individual Education Plans

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

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

A provincial committee will be established with representatives comprised of:

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

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

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

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

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

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

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

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

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

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

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

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

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

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

PART B – LOCAL TERMS

L1.00 PURPOSE

L1.01 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.

L2.00 SCOPE AND RECOGNITION

L2.01 The employer being the Keewatin-Patricia District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union,") as the bargaining agent for all elementary Occasional Teachers employed by the Board.

L3.00 DEFINITIONS

L3.01 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act.

L3.02 "Probationary Occasional Teacher" is a newly hired Occasional Teacher who shall be on probation for up to a total of twenty-five (25) teaching days (a teaching day may be less than 1.0) as an Occasional Teacher. Notwithstanding, a surplus or retired Teacher would be considered to be a non-probationary Occasional Teacher if they choose to be placed on the Occasional Teacher Roster.

L3.03 "Long Term Occasional Teacher" shall mean a Teacher who is required to teach for a period of 10 or more consecutive teaching days as a substitute for the same Teacher.

L3.04 "Daily Occasional Teacher" shall mean an Occasional Teacher who is not a Long Term Occasional Teacher.

L3.05 "Unqualified Occasional Teacher" shall mean a person who does not have a Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers, approved by the Board for inclusion on an Emergency Unqualified Occasional Teacher List.

L3.06 "Occasional Teacher Roster(s)" means a database containing the names of all Occasional Teachers approved by the Board to teach as an Occasional Teacher with the Board and who have paid their membership fees to the Elementary Teachers Federation, Keewatin-Patricia Occasional Teachers Local.

L3.07 "Elementary Teachers" shall mean the Elementary Teachers, other than Occasional Teachers, employed by the Board in its elementary panel.

L3.08 "School Term" shall mean the period(s) as per the approved school year calendar.

L3.09 "Board" shall mean the Board and its predecessors.

L3.10 "Local" shall mean ETFO Keewatin-Patricia Occasional Teacher Local.

L3.11 "Union" shall mean the Elementary Teachers Federation of Ontario (ETFO).

L3.12 "Long Term Occasional List" is a current list of Occasional Teachers (qualified or unqualified), currently in LTO positions, maintained by the Board.

L4.00 UNION DUES AND ASSESSMENTS

L4.01 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary of ETFO within thirty (30) days of the dues being deducted for elementary occasional teaching days.

L4.02 The payment shall be accompanied by a dues submission list showing the names, addresses, Board Email, OCT number, wages earned, dues and assessments deducted, and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. Ministry Identification Number (MIDENT) and FTE Status for Occasional Teachers in an LTO assignment will also be included. A copy of this list and these deductions shall be forwarded to the President of the Local after each submission to the General Secretary of ETFO.

L4.03 The Board shall provide the Local President access through the automated call out system as a Campus User at the level of School Principal to generate reports including, but not limited to, total number of absences of elementary school teachers and the total number of daily and long term occasional teaching assignments.

L4.04 The Board shall deduct from the first pay cheque issued to each Occasional Teacher, each school year, the Local levy fee. The Board shall forward to the Local the monies collected before January 31 and July 31 of each year. Unless otherwise notified, the fee shall be a one time payment of ten dollars (\$10.00). A copy of this list of Occasional Teachers and these deductions shall be forwarded to the President of the Occasional Teacher Local.

L5.00 RIGHTS AND RESPONSIBILITIES

Reasonable Exercise of Rights

L5.01 The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement and the prevailing statutes.

Statutory Responsibilities

- L5.02 The Board agrees to comply with the Education Act, the Employment Standards Act, the Ontario Human Rights Code, the Occupational Health and Safety Act, and any other applicable statutes governing education and employment, and all regulations thereunder.

No Penalty

- L5.03 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the activities of the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

No Discrimination

- L5.04 The Board and the Occasional Teachers agree that there shall be equal treatment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, (including pregnancy and breastfeeding) sexual orientation, gender identity, gender expression, gender transition status, age, marital status, family status, disability, or because of participation in the activities of, or membership in, the Union.

Evaluations

- L5.05 a) Only supervisory officers, elementary Principals and Vice-Principals shall evaluate an Occasional Teacher's competence. No member of a union shall be required or requested to evaluate an Occasional Teachers' competence.
- b) Occasional Teachers may be evaluated upon request of an Occasional Teacher, or the employer.
- c) The jointly developed Occasional Teacher Performance Appraisal Procedure, as applicable to the particular status of the Occasional Teacher (Daily, Long Term or Probationary) shall be used for the appraisal of Occasional Teachers. The procedure may be amended from time to time following joint discussions between the Board and the Bargaining Unit.
- d) The Local president shall be notified prior to the post-observation meeting by the Principal/Supervisor when an Occasional Teacher will be receiving an unsatisfactory evaluation and the President or designate shall have the right to attend the meeting when the report is presented to the Occasional Teacher. Should an Occasional Teacher's appraisal result in a "needs improvement", the teacher shall be given adequate time to prepare for and be re-evaluated. Every effort will be made to complete another evaluation within the same LTO assignment, or in the next LTO assignment the Occasional Teacher obtains. Where the Occasional Teacher has not had the opportunity to prepare for and be re-evaluated, the "needs improvement" will not be a factor in obtaining the next LTO assignment.

e) The Occasional Teacher shall be given forty-eight hours to review, sign and make written comments regarding the report. Initials or signature indicates only that the Occasional Teacher has received the evaluation.

Just Cause

L5.06 a) i) No Occasional Teacher, who has completed the probationary period, shall be demoted, discharged, dismissed, disciplined in any way, have their name removed from the roster(s), or fail to be assigned work as a result of performance or conduct, without just and sufficient cause. Such cause shall be provided to the Occasional Teacher in writing.

ii) Notwithstanding a) i) above, a probationary Occasional Teacher who does not have access to the grievance process, and has been demoted, discharged, dismissed, or disciplined, will be provided a written explanation of any such actions.

b) In circumstances outlined in a) i) and ii), the Board will hold a meeting between the Occasional Teacher and a Board representative to discuss the matter. The Occasional Teacher shall have the right to have a Union representative present at the meeting.

L5.07 A newly hired Occasional Teacher shall be on probation for up to a total of twenty-five (25) teaching days (a teaching day may be less than 1.0) as an Occasional Teacher and will not have access to the grievance procedure in instances of demotion, discharge, dismissal or discipline. Such cause shall be provided to the Occasional Teacher in writing. Notwithstanding, a surplus or retired Teacher would be considered to be a non-probationary Occasional Teacher if they are hired to be placed on the Occasional Teacher Roster. Completion of the probationary period shall be in accordance with the Probationary Occasional Teacher Performance Appraisal Document.

Discrimination/Harassment

L5.08 The parties recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary as per the Ontario Human Rights Code and Board Policy (which may be amended from time to time).

Teacher In Charge

L5.09 a) The role of the Teacher-In-Charge shall be voluntary, for Long Term Occasional Teachers.

b) No Daily Occasional Teacher shall perform the duties of Teacher-In-Charge.

c) A Long Term Occasional Teacher who acts as a Teacher-In-Charge shall be compensated by a responsibility allowance as outlined in the Keewatin Patricia Elementary Teacher Collective Agreement Article L48:00 Teacher-In-Charge.

d) An Occasional Teacher may be hired to assume the classroom/supervisory duties of the Long Term Occasional Teacher-In-Charge when the Principal and Vice-Principal are out of the school.

L6.00 PERSONNEL FILES

- L6.01 The Board agrees to abide by the provisions of the Freedom of Information and Protection of Privacy Act, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.
- L6.02 Personnel files regarding performance or contractual status issues will be maintained in a secure manner within Human Resources.
- L6.03 An Occasional Teacher shall be entitled, upon request, to copies of materials contained in their central personnel file.
- L6.04 Occasional Teachers shall receive copies of any formal evaluations or letters of discipline placed in their personnel file within five (5) days of the material being filed.
- L6.05 The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L6.06 An Occasional Teacher has the right to challenge, in writing, the accuracy or completeness of information referred to in 6.04 and 6.05. The Occasional Teacher's written submission shall become part of the file.
- L6.07 An Occasional Teacher may request to have copies of pertinent materials placed in their central personnel file.

Adverse Materials

- L6.08 An Occasional Teacher may make a written request to the Manager of Human Resources, or designate, that a written warning or disciplinary material be removed from their personnel file after two (2) years. Should there be no re-occurrence of the actions giving rise to the written warning or disciplinary letter, the material shall be removed.

L7.00 COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

- L7.01 The Board shall provide a copy of the current collective agreement to all Occasional Teachers on the Occasional Teacher roster and to any Occasional Teacher who may be hired to the roster throughout the term of this collective agreement. Further, the Board shall provide an electronic copy to the Principal of each elementary school under the

jurisdiction of the Board.

L7.02 The Board shall provide any Occasional Teachers newly added to the roster, with an information package to be supplied by the Union.

L8.00 OCCASIONAL TEACHER ROSTER

L8.01 The Board shall maintain a qualified Occasional Teacher Roster and an Unqualified Occasional Teacher List. The Roster will be made available to the President on September 1 and February 1 and upon request. Unqualified Teachers will only be used in accordance with the Education Act and its regulations and the College of Teachers Act.

L8.02 a) Only those Occasional Teachers whose names are on the roster shall be called for Daily and Long Term Occasional teaching assignments.

b) Where no one on the roster is available and the Board deems it necessary to employ a person whose name is not on the roster, an unqualified Occasional Teacher may be called in.

c) Upon request by the Union, the Board shall provide data (names, dates, assignments) on the use of unqualified Occasional Teachers.

L8.03 It is the responsibility of the Occasional Teacher, with support from Human Resources, where necessary, to keep their contact information current with the Human Resources Office through the utilization of the Employee Self Service Portal.

L8.04 The Local President may request, and will be provided with, the most up to date listing of long-term Occasional Teacher assignments.

L8.05 The Union and the Board shall monitor and maintain a current Occasional Teacher Roster and current list of Occasional Teachers in long term assignments, keeping in mind the Board's requirement to staff schools while at the same time having an awareness of the need to ensure that the Occasional Teachers need to maximize their opportunities to work. The Roster and list of Occasional Teachers in long term assignments shall be made available to the Union upon request.

L8.06 The Local President will have access to the call in system and data base and as such will have access to information contained within the system such as Occasional Teachers' personal contact information and profile including their calendar and work history as well as the ability to run reports.

L8.07 An Occasional Teacher's name shall be removed from the roster for the following reasons:

- (i) they are removed for just and sufficient cause;
- (ii) they ask to have their name removed from the roster;
- (iii) they fail to complete the annual Offence Declaration form by the first Professional Development (PD) day of each school year; members on an approved leave of absence shall be exempt from this requirement.
- (iv) they fail to complete the mandatory training modules within the timelines provided by the Board. Members on an approved leave of absence shall be exempt from this requirement;
- (v) they resign;
- (vi) they do not work a required minimum of ten (10) days (a day may be less than 1.0), if work is available, for the Board for a full school year. Should a member make themselves unavailable for a consecutive period of one month or more, the minimum of ten (10) days shall be pro-rated. Members on an approved leave of absence shall be exempt from this requirement. Work done on behalf of the Union will count as work for the Board for the purpose of this article.

L8.08 It is incumbent upon an Occasional Teacher to manage their calendar in the call in system with regard to their availability or non-availability for work.

L8.09 An Occasional Teacher shall have access to the Board's email and shall be informed of this when hired.

L9.00 CALLING OF OCCASIONAL TEACHERS

L9.01 Only persons employed by the Board in accordance with this collective agreement or in accordance with the Board's Elementary Teachers' collective agreement shall be assigned to teach elementary pupils.

L9.02 The Board shall assign an Occasional Teacher when an Elementary Teacher with a classroom assignment is absent.

L9.03 The Board and the Local agree to continue to work together to resolve assignment issues which may arise over the term of this collective agreement. It shall be the responsibility of the Bargaining Unit, through member communication and without fear of reprisal, to bring these matters forward to the Principal, or designate and to the Human Resources Manager, or designate.

L9.04 In the event that the automated replacement system fails, Principals/Vice Principals/Administrative Assistants will be responsible for calling Occasional Teachers.

L10.00 JOB VACANCIES: LONG TERM ASSIGNMENTS AND TEACHING POSITIONS

Long Term Occasional Teaching Assignments

L10.01 When a known Long Term Occasional position declared by the Board becomes available,

the Board will notify the Local President and post such notice for five (5) days using the on-line system, following which the position may be filled. Positions may be advertised externally subsequent to or simultaneously with internal postings. Internal applicants shall be given first consideration.

L10.02 Should the Board be unable to fill a position from among the Occasional Teachers on the Board's Occasional Teacher Roster, the position may be filled externally. Internal candidates who possess the appropriate qualifications will be considered prior to external hiring/advertising.

L10.03 It is understood that 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 posted position requires specific qualifications held by an individual teacher already in a Long Term Occasional Assignment. If the posted assignment allows the individual to move from a 0.5 position to a 1.0 LTO assignment, the Board and the Local shall discuss the *possibility of a* transition of the member from 0.5 to 1.0 FTE.

Job Vacancies – Teaching Positions

L10.04 The Board will provide to the President of the Elementary Occasional Teachers' Local, access to all job postings for full-time and part-time elementary teaching positions.

L10.05 The Board will post vacancies for long term assignments for five (5) days prior to the closing date in order to allow sufficient time for all interested and qualified Occasional Teachers to make application.

L10.06 The Board shall give consideration to qualified Occasional Teacher candidates who apply for teaching positions.

L11.00 SALARY

L11.01 Effective upon the date of ratification of this Collective Agreement, the Board shall pay rates of remuneration for Daily Occasional Teachers as follows:

Effective Date	Qualified	Unqualified
Effective first school day of 2022-2023	\$271.99	\$204.00
Effective September 1, 2023	\$280.15	\$210.12
Effective September 1, 2024	\$287.85	\$215.90
Effective September 1, 2025	\$295.05	\$221.30

It is understood that the daily rate for Occasional Teachers includes statutory holiday pay and vacation pay.

L11.02 a) Daily Occasional Teachers shall be paid on a bi-weekly basis, by direct deposit into

the bank, trust company or credit union account designated by the Teacher. An Occasional Teacher who changes bank, trust company or credit union shall notify, in writing, the Payroll Department, at least two weeks in advance of the next scheduled payday.

b) An Occasional Teacher who holds a teaching assignment of 0.5 or more with the Board will be paid on the Teacher Local pay schedule for their Long Term Occasional Teacher assignment.

c) Timesheets for Daily Occasional and Long Term Occasional Teachers to be completed and may be submitted electronically.

L11.03 The Daily Occasional Teacher's remuneration shall be determined either by a half day or a full day worked. Half/full day can be a combination of various assignments that total no more than a regular teaching assignment.

L11.04 a) Long Term Occasional Teachers shall be paid for each day of employment at a daily rate of 1/194 of the appropriate salary grid according to their qualifications and teaching experience. It is understood that payment on the elementary Teachers' salary grid includes payment for vacation pay and payment in lieu of benefits. (Appendix A – Elementary Long Term Occasional Daily Rates Grid)

b) Where an Unqualified Occasional Teacher is employed in a long term assignment, they shall be compensated at 1/194 of Category A, 0 years of experience.

Teacher Experience

L11.05 a) A Long Term Occasional Teacher shall be placed on the appropriate salary grid in accordance with the Occasional Teacher's recognized teaching experience and category/group placement effective on the first (1st) day of a single assignment should an assignment replacing the same Teacher extend beyond nine (9) consecutive teaching days.

b) In accordance with Article 11.05 a) the appropriate salary grid will be the grid of the panel, elementary or secondary, in which the assignment occurs. The qualifications and experience will be those of the Occasional Teacher accepting the assignment being applied to the appropriate grid.

c) It shall be the responsibility of the Occasional Teacher to provide the Board with all relevant statements of teaching experience within ninety (90) school days of beginning their current long term assignment.

d) Should a long term assignment be shorter than ninety (90) school days, any retroactive adjustment will be protected to the end of the ninety (90) schooldays from the first day worked as a Long Term Occasional Teacher in that assignment.

L11.06 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be made available through the Employee Self Service Portal.

L11.07 An Occasional Teacher will be credited with experience in days for teaching on a permanent, probationary or long term contract, or performing duties that require a teaching certificate, pro-rated for part time teaching and occasional teaching on a daily basis. All such experience shall be totalled, divided by 194 and rounded to the nearest full year (194 days). Such credited teaching experience will apply to grid experience when the Occasional Teacher is placed on a Long Term Occasional teaching assignment.

It is incumbent upon all Occasional Teachers to submit documentary proof of experience to the Board. It is recognized that the primary documentary proof acceptable will be the Teacher's Pension Plan Service Record indicating the summary of experience, or written confirmation from the prior employing Board including the number of days taught, or such other documentation deemed acceptable by Human Resources.

Category/Group Placement

L11.08 Upon hire, it shall be the responsibility of the Occasional Teacher to provide the Board with a QECO Programme 5 Rating Statement and/or an OSSTF Certification Rating Statement (September 1997 Certification Plan) and any supporting documents within ninety (90) school days from their first day worked in a current long term occasional assignment. Should such statement(s) not be submitted within such timelines, retroactivity will not be applied to the salary adjustment.

If receipt of the QECO or OSSTF statement is delayed, as a result of circumstances beyond the Occasional Teacher's control, such retroactive adjustment will not be unreasonably withheld. It shall be the responsibility of the Occasional Teacher to provide proof of their timely application for the evaluation.

L11.09 Each Occasional Teachers' category/group classification on the salary grid shall be determined by the application of the current Qualifications Evaluation Council of Ontario (QECO) Programme and/or Certification plan of OSSTF, or at the option of the Occasional Teacher, they may continue placement under the previous programme/plan. Should QECO or OSSTF develop a new programme/plan during the life of the collective agreement, the new programme/plan shall apply. An Occasional Teacher who has chosen per the above, to continue placement under a previous programme/plan shall have the option to either continue placement under the chosen programme/plan or to have their placement determined according to the new QECO programme/OSSTF Certification Plan.

Where an Occasional Teacher has decided to continue under the current programme/

plan and later decides to have their placement re-evaluated, they must notify the Board when making application. Any such resulting adjustment will be made in accordance with their application for re-evaluation and will not be made retroactive any further than the time of his/her re-application.

L11.10 Upon request of daily/casual Occasional Teachers, Records of Employment will be issued electronically to Service Canada for the Christmas Break, March Break and/or at the end of the school year. Records of Employment are submitted after the final pay for the period is processed.

Records of Employment for those holding Long Term Occasional Positions will be issued automatically for these periods once the final pay has been processed.

L12.00 WORKING CONDITIONS

12.01 The Board recognizes the unique role of the Occasional Teacher and the variety of assignments given. The Board will ensure that each school will:

- a) Provide necessary school related information, as per Article 29.01 to assist the Occasional Teacher at the beginning of the assignment;
- b) Assign only the regular timetable of the Teacher being replaced; Exceptions may be made only with the permission of the Occasional Teacher;
- c) Not assign early morning yard duty on the first day of the assignment, not assign morning bus duty and not assign lunch duty on a half day assignment;
- d) Make the School Principal or designate available to assist the Occasional Teacher in matters of discipline with students.

L13.00 MEDICAL PROCEDURES

Not Responsible for Diagnosis or Medication

L13.01 The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk, injury or liability for negligence.

It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

L14.00 SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCY SCHOOL CLOSURE

L14.01 If circumstances require the cancellation of a Daily Occasional assignment the following provisions will apply:

- a) for travel over 80 km from the Occasional Teachers' home attendance area, two (2) hours advance notice is required*
- b) for all other cancellations, one (1) hour advance notice is required*
- c) the automated call-in system shall be used for cancellation of assignments by the

school and/or the Occasional Teacher. Notwithstanding the foregoing, a cancellation, which occurs with less than twenty-four (24) hours' notice of the assignment start time, shall also be communicated by telephone (school to Occasional Teacher or Occasional Teacher to school).

If the above cancellation requirements are met, the Occasional Teacher will not be paid.

Where an assignment is cancelled less than one or two hours* as required above, by the school, the Occasional Teacher has the option to report for work and be paid for the full time equivalent of the original assignment.

*15 minutes from the start of classes shall determine the one or two hour requirement.

An Occasional Teacher who is called for a half day assignment, who reports, and who finds that their services are not required may be assigned alternate teaching duties for a half day and shall be paid for a half day's pay if they accept the alternate assignment.

An Occasional Teacher who is called in for a full day assignment, who reports, and finds that their services are not required may be assigned alternate teaching duties for the full day and shall be paid a full day's pay if they accept the alternate assignment.

The Occasional Teacher may decline the assignment and forfeit pay.

Late Calls

L14.02 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided they arrive within a reasonable time of receiving such late request.

Emergencies

L14.03 In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers will be paid full pay at the applicable rate of pay.

Inclement Weather

L14.04 In cases of inclement weather, Article L14:01 as well as Board Policy #804, Temporary Closing of Schools/Early Dismissal, will apply.

L15.00 OCCUPATIONAL HEALTH AND SAFETY

L15.01 The Board and the ETFO Occasional Teachers' Bargaining Unit recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respectful duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.

Work Refusal

L15.02 No Occasional Teacher shall be discharged, penalized or disciplined in any way for

making a complaint relating to health and safety or for otherwise seeking to enforce their rights in any matter related to health and safety.

Health and Safety Committee

L15.03 Training required by the Occupational Health and Safety Act shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the bargaining unit shall participate in the Joint Health and Safety Committee.

L15.04 The Board recognizes that every Occasional Teacher has the right to be free from violence and threats of violence in the workplace and will take every reasonable precaution for the protection of Occasional Teachers from violence or threats of violence, in accordance with the Occupational Health and Safety Act and its accompanying regulations.

L15.05 The President of the Local shall receive a copy of any incident report filed by an Occasional Teacher with the Board. Such reports shall include, but are not limited to, violence incidence reports and W.S.I.B. claims.

Communicable Diseases

L15.06 a) The Board and the Local agree to continue communication among Elementary Occasional Teachers to educate them about the symptoms of such diseases and about measures that can be taken to reduce exposure to them.

b) Where a communicable disease prevents a Long Term Occasional Teacher who is pregnant from attending to their duties, every consideration will be made to provide that the individual will be temporarily reassigned, in accordance with physician's orders, with pay and without loss of sick leave.

c) HR Procedure "Communicable Diseases Procedure" including Fifth's Disease will be implemented to ensure the health and safety of Occasional Teachers.

L15.07 The Board shall ensure that Principals provide daily and long-term Occasional Teachers with the ability to access, lock and unlock areas of the school as appropriate to the assignment.

L16.00 TEACHER-BOARD RELATIONS COMMITTEE

L16.01 The Teacher-Board Relations Committee shall be composed of an equal number of members from the Union and the Board. The Local and the Board shall each appoint a Co-Chair either of whom may request a meeting.

L16.02 The Teacher-Board Relations Committee may discuss general conditions of employment and other concerns not covered by this agreement.

16.03 The Committee shall meet as required, within fifteen (15) days of request of the Local President or the Board.

16.04 The Teacher-Board Relations Committee meetings will be held at a time and a location mutually agreed upon by the parties.

L17.00 PAID SICK LEAVE (See Central Agreement C6)

L17.01 Sick leave credits for each Long Term Occasional Teacher shall be reduced by one day for each day of absence due to illness or injury. For absence due to illness or injury in excess of five (5) consecutive days, such Occasional Teacher shall, if requested by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a health care practitioner.

L18.00 VOLUNTARY LEAVE OF ABSENCE

L18.01 Upon written request to the Human Resources Department, the Board agrees to approve a voluntary leave of absence for any Occasional Teacher on the Occasional Teacher roster. Such leave may be for a period up to and including one school year. The Occasional Teacher's name will be returned to the roster upon receipt of and in accordance with a written request from the Occasional Teacher. The Occasional Teacher shall maintain the seniority date as at the time of taking the leave.

L19.00 LEAVE FOR UNION BUSINESS

L19.01 The Board will allow members of the Local enough release time to conduct the business of the Union. Such released members will receive pay, benefits, teaching experience, seniority and other entitlements under this collective agreement and such leave shall not constitute a break in service.
The union shall reimburse the Board with respect to its actual costs for such release time.

L19.02 Leave for union business for members in long term assignments will be subject to the approval by the bargaining unit President and to prior notice being given to the Principal. The Federation shall advise the Board as soon as possible of the dates and the names of the Teachers involved. In emergencies where replacement is not available, the Board and the Union will review options.

L19.03 The Union shall notify the Board of the names of persons elected to office in the Union and of persons authorized by the Union to represent Occasional Teachers on behalf of the Union by May 31 for the following school year. The Board shall grant the release for the Union President for Union Business up to one (1) FTE per school year. The President shall be paid release time at the applicable long term occasional rate for the number of days of leave requested. The Union shall reimburse the Board the cost. Union release

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

L20.00 SHORT-TERM PAID LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS

Bereavement Leave

L20.01 a) In the event of a death in the immediate family, as defined in L20.01 b) a leave not exceeding five (5) consecutive working days, shall be granted commencing the first working day following the day of death, without loss of salary or seniority. The absence on the day of death is not included in the calculation of the leave, if within the employee's regularly scheduled working hours.

If the day of service (funeral, burial, celebration of life) are not within the allotted five (5) consecutive days, then a portion of the allotted five (5) days may be applied at a future time but must be within the current school year and will not be carried over into the next school year. Additional travel time may be granted at the discretion of the Principal, or designate, in consultation with the Human Resources Manager.

b) Immediate family shall include:

- Spouse (includes both married and unmarried couples, of the same or other genders)
- Parent, step-parent, foster parent, legal guardian, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- Spouse of the employee's child
- Spouse of the employee's sibling
- Sibling of the employee or the employee's spouse
- Relative of the employee who is dependent on the employee for care or assistance

Bereavement leave is for the sole purpose of grieving in the loss of a loved one and/or handling the affairs of the deceased individual.

Jury Duty

L20.02 When a Long Term Occasional Teacher is required to be absent because of jury duty, or as a witness in any court to which the Long Term Occasional Teacher has been summoned in any proceedings to which the Long Term Occasional Teacher is not a party, or one of the persons charged, the Long Term Occasional Teacher shall not lose regular pay because of necessary absence from work due to such attendance, provided that the Long Term Occasional Teacher:

- a) Informs the Board as soon as possible upon being notified that the Long Term Occasional Teacher will be required to attend Court;
- b) Presents proof of service requiring the Long Term Occasional Teacher's attendance;

c) Pays to the Board any fees, exclusive of travelling allowances and living expenses, that the Long Term Occasional Teacher receives as a juror or witness.

Quarantine

L20.03 A Long Term Occasional Teacher shall be granted a leave of absence with pay as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon their duties.

L21.00 PREGNANCY/PARENTAL LEAVE (see Central Agreement C10.2)

L21.01 The Board shall grant to a Long Term Occasional Teacher a maternity leave in accordance with Provincial requirements.

a) Maternity leave means unpaid leave taken for the purpose related to giving birth.

b) A Long Term Occasional Teacher must give the Board written notice at least two (2) weeks prior to the start of the maternity leave and provide a medical certificate indicating the expected date of birth.

c) A Long Term Occasional Teacher on maternity leave shall continue to be entitled to all rights, benefits and privileges which the employee would normally be entitled to under provisions governing maternity leave, including:

- i) accumulation of credit for sick leave, and teaching experience;
- ii) participation in each type of benefit plan that is related to the Long Term Occasional Teacher's employment unless the Teacher elects in writing not to do so;
- iii) The Board shall continue to make Board's contribution to benefit plans (if any) such as pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and disability plans unless the Long Term Occasional Teacher gives the Board written notice that the Long Term Occasional Teacher does not intend to pay the employee's contributions, if any.

d) The timing and length of the leave (to a maximum of seventeen (17) weeks) shall be at the discretion of the Long Term Occasional Teacher and may begin no earlier than seventeen (17) weeks before the expected birth date referred to in section b).

e) A Long Term Occasional Teacher granted an extended unpaid leave of absence for pregnancy shall not be entitled to sick leave benefits for the duration of the pregnancy leave.

f) A Long Term Occasional Teacher returning from maternity leave will be returned to the Occasional Teacher Roster(s) in accordance with their request.

Parental Leave

L21.02 The Board shall grant to a Long Term Occasional Teacher a parental leave in accordance with Provincial requirements.

a) Parental leave means unpaid leave taken following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.

b) A Long Term Occasional Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay.

c) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

d) The parental leave of an employee who takes maternity leave must begin when the maternity leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

e) The Long Term Occasional Teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin, unless the Long Term Occasional Teacher who is the parent of a child stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, in which case the parental leave begins on the date the Long Term Occasional Teacher stops working.

In such cases, the Long Term Occasional Teacher must give the Board written notice that the Long Term Occasional Teacher wishes to take leave within two (2) weeks after the Occasional Teacher stops working.

f) Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the Occasional Teacher gives the Board at least four (4) weeks written notice of that day.

g) During parental leave, a Long Term Occasional Teacher continues to participate in each type of benefit plan that is related to the Long Term Occasional Teacher's employment unless the Occasional Teacher elects in writing not to do so.

h) The Board shall continue to make Board's contribution to benefit plans (if any) such as pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and disability plans unless the Long Term Occasional Teacher gives the Board written notice that the Long Term Occasional Teacher does not intend to pay the employee's contributions, if any.

i) Teaching experience, and sick leave credits will continue to accrue during parent leave.

j) A Long Term Occasional Teacher returning from parental leave will be returned to the Occasional Teachers' Roster(s) in accordance with their request.

k) One (1) day of paid parental leave shall be granted to a Long Term Occasional Teacher adopting a child. This leave will be taken at the time of placement of the child or court finalization of the adoption.

L22.00 GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance

L22.01 Any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

It is understood that an employee has no grievance until the matter has been referred to the appropriate Principal or designate and an opportunity given to adjust the complaint.

All grievance correspondence from the Local shall be submitted to the Director or designate through the office of the Human Resources Manager.

Individual Grievance

STEP 1

L22.02 Grievance(s) must be submitted by the Local in writing to the Human Resources Manager or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Local representative and the Human Resources Manager or designate. The Human Resources Manager or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

STEP 2

L22.03 If no settlement is reached, the Local shall file the grievance in writing to the Director of Education with ten (10) school days from the response from the Human Resources Manager or designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the Director of Education. A written response will be provided to the Local from the Director of Education within five (5) school days of the meeting.

STEP 3

L22.04 If no settlement is reached, the Local may submit the grievance to arbitration within ten (10) school days of receipt of the response.

Arbitration

L22.05 When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within ten (10) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

Decision of the Arbitrator

L22.06 An arbitrator shall give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any employee or employees affected by it.

L22.07 Board of Arbitration

When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the Arbitration Board, the other party may request the Minister of Labour of Ontario to refer the grievance to a single arbitrator.

L22.08 Powers of the Board of Arbitration

An arbitrator or an Arbitration Board, as the case may be, has the powers of an arbitrator or Arbitration Board under the Labour Relations Act and, in addition, has the power:

- (a) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion it considers it proper to do so; and
- (b) to grant such interim orders, including interim relief, as the arbitrator or Arbitration Board considers proper, including interim reinstatement.

Decision of the Board of Arbitration

L22.09 An Arbitration Board shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of arbitration shall be final and binding.

Expenses of the Arbitrator or Board of Arbitration

L22.10 Both parties agree to pay one-half (½) of the fees and expenses of the single arbitrator or the fees and expenses of the parties respective appointees and one-half (½) of the fees and expenses of the chair of the Arbitration Board.

Policy Grievance

L22.11 The Local and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Local or the Director of Education.

Grievance Mediation

L22.12 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

L22.13 An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. As far as practical, such meetings shall be held during the school day.

L23.00 STRIKES AND LOCKOUTS

L23.01 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 Labour Relations Act.

Strike by other Board Employees

L23.02 Where an Occasional Teacher feels that their safety is jeopardized by crossing a picket line, the Occasional Teacher shall contact the Principal, or designate, who in turn will provide for the safety of the employee in reporting for work.

L24.00 UNION REPRESENTATION

L24.01 The Local shall provide the Board with the names of those persons elected to office in the Local and who are authorized to act on behalf of the Union.

L24.02 The Board shall provide to the Local bulletin board space in each school for the posting of notices which may be of interest to Occasional Teachers.

L24.03 The Board shall provide Occasional Teachers with suitable meeting space on request, free of charge, provided this does not interrupt the instructional program.

L25.00 CORRESPONDENCE

L25.01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Human Resources Manager and to and from the President of the Local or designate.

L26.00 PROFESSIONAL ACTIVITY DAYS

L26.01 The Board shall provide information to the Local about the professional development activities provided by the Board.

L26.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.

L26.03 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.

L26.04 An Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board. Requests for attendance should be made through a Principal of a school.

L26.05 An Occasional Teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay. Request for attendance should be made through the Principal of a school.

L26.06 The Board will assist the Local in organizing one unpaid Professional Development Day for Occasional Teachers each school year. It is understood that any Professional Development Day organized will be at no cost to the Board unless expenses are pre-authorized by the Board.

L27.00 REPRESENTATION

L27.01 The Board agrees that it will deal solely with the duly authorized agents of the Local in all matters pertaining to the administration and interpretation of this agreement. In order that this may be carried out, the Local will supply the Board with the names of its officials and committee members. Similarly, the Board, if requested, will supply the Local with a list of its supervisory personnel.

L28.00 CRIMINAL BACKGROUND CHECKS

L28.01 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of The Education Act and other subsequent regulation or law dealing with the same matter, are stored in a secure

location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Manager of Human Resources and those personnel designated by the Manager of Human Resources. The Manager of Human Resources shall, upon request, advise the Local of the names of those so designated. Such personnel shall not be members of the Local.

L28.02 The Board shall not release any information about an Occasional Teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

L29.00 OCCASIONAL TEACHER HANDBOOK/INFORMATION PACKAGE

L29.01 An information package will be provided to Occasional Teachers at each school. This package may be in either digital or paper form. That package shall include the following:

- a) A current class list for each class assigned including students' preferred names and/or pronouns, as well as seating plan(s);
- b) Occasional Teachers shall be made aware of issues related to particular students where special considerations apply, including special needs, behaviour/safety plans, allergies and medical needs;
- c) A map of the school, including the location of washrooms;
- d) A list of the regular administration, office administration and library, custodial and teaching staff, and educational assistants;
- e) The teachers' timetable and class times;
- f) Procedures for: use of the P.A. system/telephone/intercom; fire drill; evacuation procedures; medical concerns; lock-down and other emergency procedures;
- g) i) Attendance procedures;
 - ii) Arrival and dismissal procedures;
 - iii) Daily transportation by bus and/or taxi procedures;
- h) A summary outlining the expectations regarding the school discipline code and other pertinent policies;
- i) Yard and lunch duty schedules (including indoor schedules);
- j) Procedures for reporting emergencies, health and safety concerns, accidents, violent incidents, etc.; and
- k) Access to the key(s) or pass card(s) to the assigned classroom(s) or doors where applicable.

L29.02 The Board shall review the process for providing the Occasional Teacher Handbook/Information Package with Principals on an annual basis.

L30.00 WORKPLACE SAFETY AND INSURANCE BOARD TOP UP BENEFITS (W.S.I.B.)

L30.01 A Long Term Occasional Teacher who is eligible for and receives approval of a claim by the W.S.I.B. shall be on a paid leave of absence, with no reduction in net salary or

other rights under the Collective Agreement.

L30.02 Top up for salary purposes will be provided without deduction from Sick Leave to a maximum of four (4) years and six (6) months.

L31.00 ACCOMMODATION PLANS

L31.01 The Board will continue to implement the Board's Accommodated Work Program. The parties agree to review the Board's Accommodated Work Program with a view to implement a revised and updated work program in compliance with the Ontario Human Rights Code.

L31.02 The Board, in recognition of the Union's role and legal obligations with respect to its members who require an accommodation under the Code, agrees to cooperatively develop modified work plans (accommodations) for such members to be able to perform work. Such cooperative efforts shall involve a Human Resources representative, the Local President or designate, and the member requiring work accommodations.

L31.03 Modified work plans (accommodations) shall be implemented in as timely a manner as possible.

L32.00 OCCASIONAL TEACHER TRAINING

L32.01 Where a Long Term Occasional Teacher requests it and the Principal approves, the Board will provide the following training for the preparation and writing of Progress Reports and Report Cards.

APPENDIX A

September 1, 2022										
	A	Daily	A1	Daily	A2	Daily	A3	Daily	A4	Daily
0	\$49,419	\$254.74	\$55,923	\$288.26	\$58,714	\$302.65	\$62,626	\$322.81	\$65,142	\$335.78
1	\$52,082	\$268.46	\$58,977	\$304.01	\$62,123	\$320.22	\$66,324	\$341.88	\$69,163	\$356.51
2	\$54,740	\$282.16	\$62,029	\$319.74	\$65,536	\$337.81	\$70,020	\$360.93	\$73,180	\$377.22
3	\$57,401	\$295.88	\$65,087	\$335.50	\$68,944	\$355.38	\$73,715	\$379.97	\$77,202	\$397.95
4	\$60,064	\$309.61	\$68,138	\$351.23	\$72,348	\$372.93	\$77,418	\$399.06	\$81,219	\$418.65
5	\$62,722	\$323.31	\$71,192	\$366.97	\$75,753	\$390.48	\$81,113	\$418.11	\$85,240	\$439.38
6	\$65,382	\$337.02	\$74,245	\$382.71	\$79,164	\$408.06	\$84,811	\$437.17	\$89,258	\$460.09
7	\$68,044	\$350.74	\$77,303	\$398.47	\$82,573	\$425.63	\$88,506	\$456.22	\$93,275	\$480.80
8	\$70,689	\$364.38	\$80,356	\$414.21	\$85,982	\$443.21	\$92,205	\$475.28	\$97,295	\$501.52
9	\$73,367	\$378.18	\$83,409	\$429.94	\$89,390	\$460.77	\$95,899	\$494.32	\$101,315	\$522.24
10	\$76,027	\$391.89	\$86,951	\$448.20	\$92,817	\$478.44	\$99,811	\$514.49	\$105,407	\$543.34
11	\$78,685	\$405.59	\$90,223	\$465.07	\$96,267	\$496.22	\$104,315	\$537.71	\$110,961	\$571.96
12	\$86,951	\$448.20	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00
13	\$90,223	\$465.07	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00

September 1, 2023										
	A	Daily	A1	Daily	A2	Daily	A3	Daily	A4	Daily
0	\$50,902	\$262.38	\$57,601	\$296.91	\$60,475	\$311.73	\$64,505	\$332.50	\$67,096	\$345.86
1	\$53,644	\$276.52	\$60,746	\$313.12	\$63,987	\$329.83	\$68,314	\$352.13	\$71,238	\$367.21
2	\$56,382	\$290.63	\$63,890	\$329.33	\$67,502	\$347.95	\$72,121	\$371.76	\$75,375	\$388.53
3	\$59,123	\$304.76	\$67,040	\$345.57	\$71,012	\$366.04	\$75,926	\$391.37	\$79,518	\$409.89
4	\$61,866	\$318.90	\$70,182	\$361.76	\$74,518	\$384.11	\$79,741	\$411.04	\$83,656	\$431.22
5	\$64,604	\$333.01	\$73,328	\$377.98	\$78,026	\$402.20	\$83,546	\$430.65	\$87,797	\$452.56
6	\$67,343	\$347.13	\$76,472	\$394.19	\$81,539	\$420.30	\$87,355	\$450.28	\$91,936	\$473.90
7	\$70,085	\$361.26	\$79,622	\$410.42	\$85,050	\$438.40	\$91,161	\$469.90	\$96,073	\$495.22
8	\$72,810	\$375.31	\$82,767	\$426.63	\$88,561	\$456.50	\$94,971	\$489.54	\$100,214	\$516.57
9	\$75,568	\$389.53	\$85,911	\$442.84	\$92,072	\$474.60	\$98,776	\$509.15	\$104,354	\$537.91
10	\$78,308	\$403.65	\$89,560	\$461.65	\$95,602	\$492.79	\$102,805	\$529.92	\$108,569	\$559.63
11	\$81,046	\$417.76	\$92,930	\$479.02	\$99,155	\$511.11	\$107,444	\$553.84	\$114,290	\$589.12
12	\$89,560	\$461.65	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00
13	\$92,930	\$479.02	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00

September 1, 2024										
	A	Daily	A1	Daily	A2	Daily	A3	Daily	A4	Daily
0	\$52,302	\$269.60	\$59,185	\$305.08	\$62,138	\$320.30	\$66,279	\$341.64	\$68,941	\$355.37
1	\$55,119	\$284.12	\$62,417	\$321.74	\$65,747	\$338.90	\$70,193	\$361.82	\$73,197	\$377.30
2	\$57,933	\$298.62	\$65,647	\$338.39	\$69,358	\$357.52	\$74,104	\$381.98	\$77,448	\$399.22
3	\$60,749	\$313.14	\$68,884	\$355.07	\$72,965	\$376.11	\$78,014	\$402.13	\$81,705	\$421.16
4	\$63,567	\$327.66	\$72,112	\$371.71	\$76,567	\$394.68	\$81,934	\$422.34	\$85,957	\$443.08
5	\$66,381	\$342.17	\$75,345	\$388.38	\$80,172	\$413.26	\$85,844	\$442.49	\$90,211	\$465.01
6	\$69,195	\$356.68	\$78,575	\$405.03	\$83,781	\$431.86	\$89,757	\$462.66	\$94,464	\$486.93
7	\$72,012	\$371.20	\$81,812	\$421.71	\$87,389	\$450.46	\$93,668	\$482.82	\$98,715	\$508.84
8	\$74,812	\$385.63	\$85,043	\$438.37	\$90,996	\$469.05	\$97,583	\$503.01	\$102,970	\$530.77
9	\$77,646	\$400.24	\$88,274	\$455.02	\$94,604	\$487.65	\$101,492	\$523.15	\$107,224	\$552.70
10	\$80,461	\$414.75	\$92,023	\$474.35	\$98,231	\$506.35	\$105,632	\$544.49	\$111,555	\$575.03
11	\$83,275	\$429.25	\$95,486	\$492.20	\$101,882	\$525.16	\$110,399	\$569.07	\$117,433	\$605.32
12	\$92,023	\$474.35	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00
13	\$95,486	\$492.20	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00

September 1, 2025										
	A	Daily	A1	Daily	A2	Daily	A3	Daily	A4	Daily
0	\$53,610	\$276.34	\$60,665	\$312.71	\$63,691	\$328.30	\$67,936	350.19	\$70,665	\$364.25
1	\$56,497	\$291.22	\$63,977	\$329.78	\$67,391	\$347.38	\$71,948	370.87	\$75,027	\$386.74
2	\$59,381	\$306.09	\$67,288	\$346.85	\$71,092	\$366.45	\$75,957	391.53	\$79,384	\$409.20
3	\$62,268	\$320.97	\$70,606	\$363.95	\$74,789	\$385.51	\$79,964	412.19	\$83,748	\$431.69
4	\$65,156	\$335.86	\$73,915	\$381.01	\$78,481	\$404.54	\$83,982	432.90	\$88,106	\$454.15
5	\$68,041	\$350.73	\$77,229	\$398.09	\$82,176	\$423.59	\$87,990	453.56	\$92,466	\$476.63
6	\$70,925	\$365.59	\$80,539	\$415.15	\$85,876	\$442.66	\$92,001	474.23	\$96,826	\$499.10
7	\$73,812	\$380.47	\$83,857	\$432.25	\$89,574	\$461.72	\$96,010	494.90	\$101,183	\$521.56
8	\$76,682	\$395.27	\$87,169	\$449.32	\$93,271	\$480.78	\$100,023	515.58	\$105,544	\$544.04
9	\$79,587	\$410.24	\$90,481	\$466.40	\$96,969	\$499.84	\$104,029	536.23	\$109,905	\$566.52
10	\$82,473	\$425.12	\$94,324	\$486.21	\$100,687	\$519.01	\$108,273	558.11	\$114,344	\$589.40
11	\$85,357	\$439.98	\$97,873	\$504.50	\$104,429	\$538.29	\$113,159	583.29	\$120,369	\$620.46
12	\$94,324	\$486.21	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00
13	\$97,873	\$504.50	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00

AGREEMENT OF CONTRACT

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board and The Elementary Teacher's Federation of Ontario Keewatin-Patricia Occasional Teachers' Local. It is further certified that this agreement was ratified by the Keewatin-Patricia District School Board on July 13, 2020, and The Elementary Teacher's Federation of Keewatin-Patricia Occasional Teachers' Local on September 4, 2020.

Dated at Dryden, Ontario, August 23, 2024

FOR THE KEEWATIN-PATRICIA DISTRICT
SCHOOL BOARD

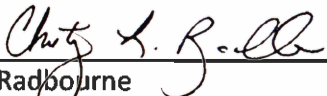
FOR THE ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO KEEWATIN-
PATRICIA OCCASIONAL TEACHERS' LOCAL



Jasmin Marion
Human Resources Manager, KPDSB



Paul Fregeau
President, ETFO



Christy Radbourne
Director of Education, KPDSB



Tui-Sem Won
ETFO Executive Staff



Sabrina Sawyer
Deputy General Secretary, ETFO