

# **Collective Agreement**

**Between**



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

**And**



**The Keewatin-Patricia District School Board**

**September 1, 2014**

**To**

**August 31, 2017**

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## PART A: CENTRAL TERMS

### C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

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

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

#### C1.2 Implementation

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

#### C1.3 Parties

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

#### C1.4 Single Collective Agreement

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

### C2.00 DEFINITIONS

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

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

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

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

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

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

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

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

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

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act*, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

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

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

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

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

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

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

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

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

### **C4.00 CENTRAL GRIEVANCE PROCESS**

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

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

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

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

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the central parties.
- c) The central parties shall each have the following rights:
  - i. To file a dispute as a grievance with the Committee.
  - ii. To engage in settlement discussions.
  - iii. To mutually settle a grievance in accordance with d) i, below.
  - iv. To withdraw a grievance.
  - v. To mutually agree to refer a grievance to the local grievance procedure.
  - vi. To mutually agree to voluntary mediation.
  - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
  - i. To give or withhold approval to any settlement by OPSBA.
  - ii. To participate in voluntary mediation.
  - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties shall be responsible for their own costs for the central dispute resolution process.

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

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.

- d) The remedy requested.
- e) A grievance under this provision is not invalidated as a result of a technical deficiency under C4.3 a) b) c) or d), above.

**C4.4 Referral to the Committee**

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

**C4.5 Mediation**

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

**C4.6 Arbitration**

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

**C5.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION**

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The Teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.  
Pursuant to b) above, the following will apply:
- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.
- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by two percent (2%) if they chose the early gratuity payout.

## **C6.00 BENEFITS**

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

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

Post Participation Date, the following shall apply:

### **C6.1 Funding**

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

### **C6.2 Cost Sharing**

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

### **C6.3 Payment in Lieu of Benefits**

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

### **C6.4 Long Term Disability (Employee-Paid Plans)**

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

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

## **C7.00 SICK LEAVE**

### **Sick Leave/Short Term Leave and Disability Plan**

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

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



**b) Sick Leave Days**

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

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

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

**d) Eligibility and Allocation**

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

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

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

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

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

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

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

- iv. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

**g) Administration**

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

**C8.00 CENTRAL LABOUR RELATIONS COMMITTEE**

- C8.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C8.2** The parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C8.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C8.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

**C9.00 MINISTRY/SCHOOL BOARD INITIATIVES**

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

**C10.00 DIAGNOSTIC ASSESSMENT**

- a) For the purposes of C10.00, the term "Teachers" shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The parties agree that a teacher's professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations.

Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
  - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating teachers. No teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

## **C11.00 STATUTORY LEAVES OF ABSENCE/SEB**

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

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

### **Family Medical Leave or Critically Ill Child Care Leave Supplemental Employment Benefits (SEB)**

- g) The Employer shall provide for permanent teachers and long-term occasional teachers who access such Leaves, a SEB plan to top up their E.I. Benefits. The

teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

#### **C11.2 Pregnancy Leave**

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

#### **C12.00 CLASS SIZE/STAFFING LEVELS**

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

## **APPENDIX A – RETIREMENT GRATUITIES**

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

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

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

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

Such issues include but are not limited to:

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

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Regulation 274 - Hiring Practices**

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

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



d. Where an occasional teaching assignment extends beyond the number of LTO threshold days identified in the local collective agreement, the Board may continue the occasional teacher in the assignment if the teacher is qualified and is on the LTO list, unless the local parties have mutually agreed otherwise.

e. Information Disclosure to the Occasional Teacher Local Unit

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

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

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

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

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**RE: Employment Insurance (E.I.) Rebate**

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

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Special Education Committee**

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

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

## LETTER OF AGREEMENT #6

### BETWEEN

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

### AND

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

### AND

The Crown

### RE: Benefits

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

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

It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Trustees, as defined in 2.1.0, shall cooperate with other Trusts and school boards (hereinafter, the "Board") to move all employee groups into the Trust(s) at the same time.

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

### **1.0.0 PRINCIPLES**

- 1.1.0 The Trust will be governed by trustees appointed by the ETFO and trustees appointed by OPSBA and the Crown acting together;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust in accordance with s. 3.1.1 by entering into an agreement with the Trustees that requires the

group to pay for all benefits and administrative costs related to the creation, establishment and operation of a benefits plan for that group. The Trustees, as defined in 2.1.0, will develop an affordable and sustainable benefits plan that is based on the funding available to the employee groups.

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

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

## **3.0.0 ELIGIBILITY and COVERAGE**

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

#### **4.0.0 FUNDING**

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

- 4.1.1 Each Board shall pay an amount equal to 1/12<sup>th</sup> of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 Upon the Board's participation date:
  - i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily occasional teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
  - ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
  - iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
  - iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
  - v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.
- 4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:
  - i) there is an in-year deficit,
  - ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,

- iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,  
then the in-year deficit in i) would be paid by the Board associated with the deficit.
- 4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for occasional teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
  - ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.
- 4.1.5 The Trust shall determine employee co-pay, if any.
- 4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

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

- 4.2.1 The Government of Ontario will provide:
- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.



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

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

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

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

### **5.1.0 Shared Services**

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

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

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
  - a) Validation of the sustainability of the respective Plan Design;
  - b) Establishing member contribution or premium requirements, and member deductibles;
  - c) Identifying efficiencies that can be achieved;
  - d) Adopting an Investment Policy; and
  - e) Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
  - a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
  - b) Fund claims stabilization or other reserves;
  - c) Improve plan design;
  - d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
  - e) Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
  - a) Use of existing claims stabilization funds;
  - b) Increased member share premium;

- c) Change plan design;
  - d) Cost containment tools;
  - e) Reduced plan eligibility; and
  - f) Cessation of benefits, other than life insurance benefits.
- 5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 5.2.5 The Trust shall provide “trustee liability insurance” for all Trustees.

### **5.3.0 Accountability**

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

### **6.0.0 TRANSITION COMMITTEE**

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

### **7.0.0 PAYMENTS**

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

### **8.0.0 ENROLMENT**

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

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

#### **9.0.0 ERRORS and OMISSIONS**

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

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

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

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

#### **10.0.0 CLAIMS SUPPORT**

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

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

#### **11.0.0 PRIVACY**

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

### **APPENDIX A – HRIS File**

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

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008-12 local collective agreements, subject to modifications made during local bargaining in 2013. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items Requiring Amendment and Incorporation**

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

**1. Short Term Paid Leaves**

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

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

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

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

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

**3. Pregnancy Leave Benefits**

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

**4. Salary, Wages and Direct Compensation**

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

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



## **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 twenty-five (25) full teaching days as an Occasional Teacher. Notwithstanding, a surplus or retired Teacher would be considered to be a non-probationary occasional teacher.

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 from September through December or the period from January through June.

- L3.09 "Board" shall mean the Board and its predecessors.
- L3.10 "Local" shall mean ETFO Keewatin-Patricia Occasional Teacher Local.
- L3.12 "Union" shall mean the Elementary Teachers Federation of Ontario (ETFO).

#### **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, wages earned, dues and assessments deducted, and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form. 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, sexual orientation, age, marital status, family status, or handicap, 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. The Ontario Teacher Performance Appraisal Document will be utilized for such appraisals.
- 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 shall be notified by the Principal/Supervisor when an occasional teacher receives 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.
- 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 his or her 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) full teaching days 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 s/he chooses 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.

#### **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 Board Policy – “Employee Code of Conduct”, #706, #708 “Respectful Working and Learning Environment” and #709, “Workplace Harassment” any of which may be amended from time to time.

#### **L5.09 Teacher In Charge**

- 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 his/her 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 his or her central personnel file.

#### **Adverse Materials**

- L6.08 An Occasional Teacher may make a written request to the Director or designate that a written warning or disciplinary material be removed from his/her 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 list, 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. 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, the Union shall be advised.
- 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 the Occasional Teacher Roster and Long Term Occasional List, 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.
- 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) he or she is removed for just and sufficient cause;
  - (ii) he or she asks to have his/her name removed from the roster;
  - (iii) he or she fails to complete the annual Offence Declaration form by the first school day of each school year;
  - (iv) He or she resigns;
  - (v) He or she does not work in any capacity for the Board for a full school year. 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 who becomes unavailable for work for a period of a month or more to notify Human Resources of such absence in writing.
- L8.09 An Occasional Teacher shall have access to the Board's email and shall be informed of this when placed on the occasional teacher roster.

#### **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 Human Resources.

9:04 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, (including the Public Folders), 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 but do not meet the requirements under Regulation 274 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 special qualifications held by an individual teacher already in a Long Term Occasional Assignment.

##### **Job Vacancies – Teaching Positions**

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

L10.05 The Board will post vacancies 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:

<b>Effective Date</b>	<b>Qualified</b>	<b>Unqualified</b>
Effective first school day of 2014-2015	\$232.76	\$174.57
Effective first school day of 2016-2017	\$235.09	\$176.32
Effective January 27, 2016	\$236.27	\$177.20

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 Keewatin-Patricia Teacher Local will be paid on a monthly basis as opposed to being paid on a bi-weekly basis.

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, s/he 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 (1<sup>st</sup>) 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) Should a long term assignment expire prior to ninety school days from their first day worked as an Occasional Teacher (see Articles 11.07 & 11.10), any retroactive adjustment will be protected to the end of ninety school days from their first day worked as an Occasional Teacher.

L11.06 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be mailed to the home address of the Occasional Teacher.



L11.07 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 their first day worked as an Occasional Teacher for retroactive adjustment to the first day of any long term assignment.

L11.08 Statements of experience for Long Term Occasional Assignments will be issued semi-annually to each Occasional Teacher who has completed a Long Term Occasional Assignment within that period. The statement of experience will include the number of days worked in each Long Term Occasional Assignment and the period of each assignment.

#### **Category/Group Placement**

L11.09 An Occasional Teachers 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.

L11.10 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 as an Occasional Teacher for retroactive adjustment to the first day of the long term 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 his/her timely application for the evaluation.

L11.11 Each Occasional Teachers' category/group classification on the salary grid shall be determined by the application of the current QECO Programme and/or Certification plan of OSSTF, or at the option of the Occasional Teacher, he or she 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 his/her 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 his/her placement re-evaluated, he/she must notify the Board when making application. Any such resulting adjustment will be made in accordance with his/her application for re-evaluation and will not be made retroactive any further than the time of his/her re-application.

L11.12 It shall be the responsibility of the Occasional Teacher to provide the Board with a QECO Programme 4 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 as an Occasional Teacher for retroactive adjustment to the first day of the long term assignment.

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 his/her timely application for the evaluation.

L11.13 The Record of Employment (ROE) certificates for casual Occasional Teachers will be issued at the end of the school year upon request of the Occasional Teacher. Long Term Occasional Teachers will receive the Record of Employment (ROE) at the conclusion of their assignment or at the end of the school year by request.

## **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 basic school related information to assist the Occasional Teacher at the beginning of the assignment;
  - b) Assign only the regular schedule of the Teacher being replaced;
  - c) Avoid assigning early morning yard duty on the first day of the assignment and avoid assigning lunch time duty if it is only an afternoon assignment on the first day of an 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, 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 his or her services are not required shall be assigned duties for the half day and shall be paid for a half day's pay.

An Occasional Teacher who is called in for a full day assignment, who reports, and finds that his or her services are not required shall be assigned duties for the full day and shall be paid a full day's pay.

The Occasional Teacher may decline the assignment and forfeit pay.

### **Late Calls**

14.02 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided she or he arrives 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.

### **L14.04 Inclement Weather**

In cases of inclement weather, 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 her or his rights in any matter related to health and safety.

### **Health and Safety Committee**

L15.03 The Board agrees to provide Certification Training for one member of each panel for Occasional Teachers. Training will be provided at the Board's expense with the Occasional Teacher's time being unpaid.

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 Policy #709 "Respectful Working and Learning Environment" and #709 "Workplace Harassment".

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 her 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 0-02 Communicable Diseases Procedure including Fifth's Disease will be implemented to ensure the health and safety of occasional teachers.

#### **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 C7)**

- 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 in accordance with the guidelines set out by ETFO. 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.

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

### **Bereavement Leave**

L20.01 The Director of Education, or designate, shall grant up to five (5) consecutive working days with pay for bereavement in the event of the death of a partner of a person with whom the Occasional Teacher resides, a child, a parent/guardian, a sibling, a grandchild, a grandparent, or a parent of a Partner.

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

- a) Informs the Board as soon as possible upon being notified that the Occasional Teacher will be required to attend Court;
- b) Presents proof of service requiring the Occasional Teacher's attendance;
- c) Pays to the Board any fees, exclusive of travelling allowances and living expenses, that the Occasional Teacher receives as a juror or witness.

### **Quarantine**

L20.03 An 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 his/her duties.

## **L21.00 PREGNANCY/PARENTAL LEAVE (see Central Agreement C11.2)**

L21.01 The Board shall grant to an 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) An 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) An 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 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 Teacher gives the Board written notice that the 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 Occasional Teacher and may begin no earlier than seventeen (17) weeks before the expected birth date referred to in section b).
  - e) An 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) An Occasional Teacher returning from maternity leave will be returned to the Occasional Teacher Roster(s) in accordance with their request.

#### **L21.02 Parental Leave**

The Board shall grant to an 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) An 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 Occasional Teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin, unless the 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 Occasional Teacher stops working.

In such cases, the Occasional Teacher must give the Board written notice that the 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, an Occasional Teacher continues to participate in each type of benefit plan that is related to the 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 Occasional Teacher gives the Board written notice that the 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) An 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 an 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 appropriate Superintendent 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 Superintendent or designate. The Superintendent 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 Superintendent 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 his/her safety is jeopardized by crossing a picket line, the Occasional Teacher shall contact the Director of Education, 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 pay the cost of any criminal record check required in respect of an incumbent Occasional Teacher, provided the Occasional Teacher participates in the process operated by the Ontario Education Services Corporation.

L28.02 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.

L28.03 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.

L28.04 The Board shall consult with the Local regarding any changes to the Board's policy or operating procedures with respect to criminal record checks and any changes the Board makes to the offence declaration form.

## **L29.00 OCCASIONAL TEACHER HANDBOOK/INFORMATION PACKAGE**

L29.01 An information package will be provided to Occasional Teachers at each school. That package shall include the following:

- a) A current class list for each class assigned including seating plan(s);
- b) Supply/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, secretarial, 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.

**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.

**APPENDIX A**

<b>ETFO LTO DAILY RATES - Effective the first day of the 2014-15 school year</b>					
<b>Yrs</b>	<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
0	\$217.99	\$246.68	\$258.99	\$276.24	\$287.35
1	\$229.73	\$260.15	\$274.03	\$292.56	\$305.08
2	\$241.46	\$273.61	\$289.07	\$308.86	\$322.80
3	\$253.20	\$287.09	\$304.11	\$325.16	\$340.54
4	\$264.94	\$300.56	\$319.13	\$341.49	\$358.26
5	\$276.67	\$314.03	\$334.15	\$357.79	\$376.00
6	\$288.41	\$327.51	\$349.20	\$374.10	\$393.72
7	\$300.14	\$340.98	\$364.23	\$390.41	\$411.45
8	\$311.81	\$354.46	\$379.27	\$406.72	\$429.17
9	\$323.62	\$367.93	\$394.30	\$423.02	\$446.90
10	\$335.35	\$383.55	\$409.43	\$440.27	\$464.96
11	\$347.08	\$397.98	\$424.64	\$460.13	\$489.45
12	\$383.55	\$0.00	\$0.00	\$0.00	\$0.00
13	\$397.98	\$0.00	\$0.00	\$0.00	\$0.00
<b>ETFO LTO DAILY RATES - Effective the first day of the 2016-17 school year</b>					
<b>Yrs</b>	<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
0	\$220.17	\$249.14	\$261.58	\$279.00	\$290.22
1	\$232.03	\$262.75	\$276.77	\$295.48	\$308.13
2	\$243.88	\$276.35	\$291.96	\$311.95	\$326.03
3	\$255.73	\$289.96	\$307.15	\$328.42	\$343.94
4	\$267.59	\$303.56	\$322.32	\$344.90	\$361.85
5	\$279.44	\$317.16	\$337.49	\$361.37	\$379.76
6	\$291.29	\$330.78	\$352.69	\$377.85	\$397.65
7	\$303.14	\$344.39	\$367.88	\$394.31	\$415.56
8	\$314.93	\$358.01	\$383.06	\$410.79	\$433.46
9	\$326.86	\$371.61	\$398.24	\$427.25	\$451.37
10	\$338.71	\$387.38	\$413.52	\$444.68	\$469.61
11	\$350.55	\$401.96	\$428.89	\$464.74	\$494.35
12	\$387.38	\$0.00	\$0.00	\$0.00	\$0.00
13	\$401.96	\$0.00	\$0.00	\$0.00	\$0.00
<b>ETFO LTO DAILY RATES – Effective Day 98 of the 2016-2017 school year (January 27/17)</b>					
<b>Yrs</b>	<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
0	\$221.27	\$262.89	\$280.40	\$291.68	\$291.68
1	\$233.19	\$278.15	\$296.96	\$309.68	\$309.68
2	\$245.10	\$293.42	\$313.51	\$327.66	\$327.66
3	\$257.01	\$308.69	\$330.06	\$345.66	\$345.66
4	\$268.93	\$323.94	\$346.63	\$363.65	\$363.65
5	\$280.84	\$339.18	\$363.18	\$381.65	\$381.65
6	\$292.75	\$354.45	\$379.74	\$399.64	\$399.64
7	\$304.66	\$369.72	\$396.28	\$417.64	\$417.64
8	\$316.51	\$384.98	\$412.84	\$435.63	\$435.63
9	\$328.49	\$400.23	\$429.38	\$453.63	\$453.63
10	\$340.40	\$415.59	\$446.90	\$471.96	\$471.96
11	\$352.30	\$431.03	\$467.06	\$496.82	\$496.82
12	\$389.32	\$0.00	\$0.00	\$0.00	\$0.00
13	\$403.97	\$0.00	\$0.00	\$0.00	\$0.00

**LETTER OF AGREEMENT #1**

**THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD**

**(hereinafter called "The Board")**

**And**

**THE ELEMENTARY TEACHERS FEDERATION OF ONTARIO**

**KEEWATIN-PATRICIA ELEMENTARY OCCASIONAL TEACHERS LOCAL**

**(hereinafter called the "Local")**

The Board and the KPETA Occasional Teacher Local agree to work together with regard to the refinement of procedures used within the existing call in system (Aesop) and/or the implementation of new software.

The Board and the Local agree to address the following six (6) guiding requirements for a call-in system:

- a) Equitable distribution of work assignments based on a rotational call in process as opposed to an on-line system;
- b) Utilization of OCT qualifications in assigning work;
- c) Special consideration for subject areas that require additional qualifications (i.e. French, Special Education, Tech Shops);
- d) Special consideration for remote geographic areas and the use of unqualified members;
- e) Establishment of a system practice related to pre-arrangement of occasional positions that supports the equitable distribution of work assignments; and
- f) Inclusion of assignment particulars for permanent teachers.

**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 at a meeting held on December 10, 2015. It is further certified that this agreement was ratified by the Keewatin-Patricia District School Board on December 17, 2015, and The Elementary Teacher's Federation of Keewatin-Patricia Occasional Teachers' Local on January 6, 2016.

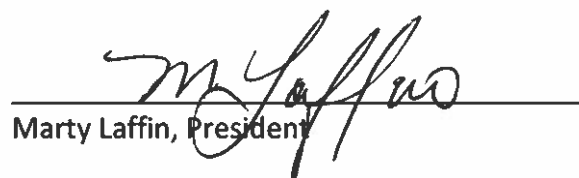
Dated at Dryden, Ontario, October 31, 2017

FOR THE KEEWATIN-PATRICIA DISTRICT  
SCHOOL BOARD

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



Jocelyn Bullock, Human Resources Manager



Marty Laffin, President



Sean Monteith, Director of Education



Sharon O'Hallaran, General Secretary