

COLLECTIVE AGREEMENT

Between

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

Representing

**OCCASIONAL TEACHERS EMPLOYED IN THE ELEMENTARY PANEL
(HEREINAFTER CALLED THE UNION)**

and

**THE GRAND ERIE DISTRICT SCHOOL BOARD
(HEREINAFTER CALLED THE BOARD)**

SEPTEMBER 1, 2022

TO

AUGUST 31, 2026

TABLE OF CONTENTS

ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	3
C1.1	Separate Central and Local Terms	3
C1.2	Implementation	3
C1.3	Parties	3
C1.4	Single Collective Agreement	3
C2.00	DEFINITIONS	3
C3.00	LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL	4
C3.1	Single Collective Agreement	4
C3.2	Term of Agreement.....	4
C3.3	Where Term Less Than Agreement Term	4
C3.4	Term of Letters of Understanding.....	4
C3.5	Amendment of Terms	4
C3.6	Notice to Bargain.....	4
C4.00	CENTRAL GRIEVANCE PROCESS	5
C4.1	Definitions	5
C4.2	Central Dispute Resolution Committee	5
C4.3	The grievance shall specify:.....	6
C4.4	Referral to the Committee	6
C4.5	Mediation	6
C4.6	Arbitration.....	6
C5.00	BENEFITS	7
C5.1	ELHT Benefits	7
C5.2	Eligibility and Coverage	7
C5.3	Funding.....	7
C5.4	Full-Time Equivalent (FTE) and Employer Contributions	8
C5.5	Benefits Committee	9
C5.6	Privacy	9
C5.7	Benefits not provided by the ETFO ELHT	9
C5.8	Payment in Lieu of Benefits	9
C5.9	Long Term Disability (Employee-Paid Plans).....	9
C6.00	SICK LEAVE.....	10

C6.1	Sick Leave/Short Term Leave and Disability Plan.....	10
C7.00	CENTRAL LABOUR RELATIONS COMMITTEE	12
C8.00	MINISTRY/SCHOOL BOARD INITIATIVES.....	13
C9.00	DIAGNOSTIC ASSESSMENT	13
C10.00	STATUTORY LEAVES OF ABSENCE/SEB.....	14
C10.1	Family Medical Leave or Critical Illness Leave	14
C10.2	Pregnancy Leave	15
C11.00	CLASS SIZE/STAFFING LEVELS	16
APPENDIX A – RETIREMENT GRATUITIES.....		16
A.	Sick Leave Credit-Based Retirement Gratuities	16
B.	Other Retirement Gratuities	16
LETTER OF AGREEMENT #1 RE: Sick Leave		17
LETTER OF AGREEMENT #2 RE : Task Force on the Utilization of Sick Leave		18
LETTER OF AGREEMENT #3 RE : Violence Prevention Health and Safety Training		19
LETTER OF AGREEMENT #4 RE : Professional Activity (PA) Days.....		20
LETTER OF AGREEMENT #5 RE : Occasional Teacher Ability to Lock the Classroom Door		21
LETTER OF AGREEMENT #6 RE : Employment Insurance (EI) Rebate		22
LETTER OF AGREEMENT #7 RE : Status Quo Central Items.....		23
LETTER OF AGREEMENT #8 RE : Individual Education Plans		24
LETTER OF AGREEMENT #9 RE : Support for Students Committee		25
LETTER OF AGREEMENT #10 RE : Provincial Working Group - Health and Safety		26
LETTER OF AGREEMENT #11 RE : Violent Incident Debriefing Training.....		27
LETTER OF AGREEMENT #12 RE : Violence Prevention in School Boards		28
LETTER OF AGREEMENT #13 RE : Integration of Students.....		29
LETTER OF AGREEMENT #14 RE : Hybrid Instruction		30
LETTER OF AGREEMENT #15 RE : Hiring Practices		31
LETTER OF AGREEMENT #16 RE : Safe Teaching and Learning Environments.....		32

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

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

enhancement was effective and frozen at that level for the remainder of the collective agreement.

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

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

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

- iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

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

request. The board will remit premiums collected to the carrier on behalf of the Teachers.

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has

completed eleven (11) consecutive working days at their full FTE without absence due to illness.

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

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

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

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

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

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

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

g) Administration

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

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

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

C9.00 DIAGNOSTIC ASSESSMENT

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

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

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

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

C10.2 Pregnancy Leave

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Individual Education Plans

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

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

A provincial committee will be established with representatives comprised of:

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

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

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

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

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

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

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

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

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

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

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

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

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

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

ETFO OCCASIONAL TEACHERS – PART B: LOCAL TERMS

ARTICLE

1	Purpose	34
2	Recognition	34
3	Definitions	34
4	Union Dues and Assessments	35
5	Rights and Responsibilities	35
6	Access to Information	36
7	Copies of the Collective Agreement.....	37
8	Occasional Teacher Roster	37
9	Filling of Casual Occasional Assignments.....	38
10	Job Vacancies for Long-Term Occasional Teaching Assignments	38
11	Probationary Period	39
12	Salary	39
13	Working Conditions.....	41
14	Medical/Physical Procedure.....	42
15	Reporting Pay Guarantee	42
16	Benefits	42
17	Sick Leave	43
18	Leaves.....	43
19	Voluntary Leave of Absence.....	44
20	Leave for Union Business	45
21	Pregnancy/Parental Leave	45
22	Grievance and Arbitration.....	45
23	Correspondence	47
24	Professional Learning	47
25	Strike and Lockout.....	48
26	Harassment	48
27	Occupational Health and Safety Act	48
28	Union Representation	48
29	Union/Management Liaison Committee.....	49
30	Duration and Renewal.....	49
	Letter of Understanding #1.....	50
	Letter of Understanding #2.....	51

ETFO OCCASIONAL TEACHERS – PART B: LOCAL TERMS

ARTICLE 1 - PURPOSE

- 1.01 It is the desire of both parties to set forth reasonable and fair terms and conditions of employment and to specify within this Collective Agreement the entitlement of those occasional teachers covered by this Collective Agreement as to salary, conditions of employment, and other matters mutually agreed to, all of which constitute the entire negotiated Collective Agreement between the parties hereto.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Grand Erie District School Board (hereinafter referred to as “the Board”) recognizes the Elementary Teachers’ Federation (hereinafter referred to as “the Union”) as the exclusive bargaining agent for every qualified Occasional Teacher who is on the Board Roster of Occasional Teachers who may be assigned to an elementary school.
- 2.02 The Union will inform the Board from time-to-time of who is authorized to act on behalf of the Union.

ARTICLE 3 - DEFINITIONS

- 3.01 “Occasional Teacher” shall mean a Certified Occasional Teacher (who is in good standing with the Ontario College of Teachers) as defined in the *Education Act* which may be amended from time-to-time.
- 3.02 “Long-term Occasional Teacher” shall mean a teacher who is required to teach for a period of nine (9) or more consecutive teaching days as a substitute for the same teacher.
- 3.03 “Casual Occasional Teacher” shall mean an Occasional Teacher who is not a Long-term Occasional Teacher.
- 3.04 “Occasional Teacher Roster” means a list of all teachers qualified to teach in Ontario who have been accepted by the Board to teach as Occasional Teachers in the elementary panel.
- 3.05 “Elementary Teachers” shall mean the elementary teachers, other than Occasional Teachers, employed by the Board in its elementary panel.
- 3.06 “Board” shall mean the Board and its predecessors.
- 3.07 Effective September 2016, for the purpose of reporting hours worked for Employment Insurance, the Board shall record each full day of work as eight (8) hours worked.

ARTICLE 4 - UNION DUES AND ASSESSMENTS

- 4.01 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 at ETFO at 136 Isabella Street, Toronto, ON M4Y 0B5 within thirty (30) days of the dues being deducted.
- 4.02 The Union dues deducted above shall be remitted to the General Secretary of E.T.F.O. at 136 Isabella Street, Toronto, Ontario M4Y 0B5 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teacher, their Ontario College of Teachers' number, Board email, annual salary, salary for the period and the amount(s) deducted. In addition, the Board will provide the Ministry Identification Number (MIDENT) and FTE status provided this information is readily available through the Board's personnel/payroll software.
- 4.03 The Union shall indemnify the Board and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union.
- 4.04 In addition to the regular union dues referred to in 4.01 and upon submission of proof to the Board that the local is authorized by its constitution to collect a local levy from its members, the Board shall remit such deduction directly to the local within thirty (30) days of the levy being deducted. Such a levy shall be a percentage of earnings.
- 4.05 The Board shall deduct a percentage of earnings for the ETFO Humanity Fund. Monies shall be forwarded to the Union on a monthly basis. Deductions shall be shown on a separate "field" on each Occasional Teachers' pay statement.
- 4.06 Before Implementing changes or new requirements for payroll deductions, the Union shall consult with the Board about its ability to make such deductions.

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES

- 5.01 The Union recognizes that, within the limitations and qualifications contained in this Collective Agreement, it is the sole and exclusive right of the board to manage the affairs of the Board. The Board agrees that its rights and responsibilities shall be exercised in a manner that is equitable, non-discriminatory and consistent with this Collective Agreement and the prevailing statutes that govern education and employment in Ontario.
- 5.02 Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence.
- 5.03 (a) An Occasional Teacher shall not be disciplined or discharged except for just cause. The reasons for discipline or discharge shall be communicated in writing to the Occasional Teacher.
- (b) When a principal or supervisor calls an Occasional Teacher to a meeting which may result in discipline, the principal or supervisor shall inform the Occasional Teacher of the nature of the meeting. For such a meeting the Occasional Teacher is entitled to be accompanied by a Union representative, unless otherwise agreed to with the Superintendent of Human Resources, or

designate. Nothing in this article limits the ability of an ETFO Provincial union representative to attend a meeting with the member, and a local representative.

- 5.04 In the event that the assignment of a Long-term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long-term Occasional Teacher shall be given five (5) school days notice or five (5) school days pay in lieu of notice. This shall not apply if the termination of the assignment occurs for just cause.
- 5.05 (a) Upon written request from the Occasional Teacher, evaluations will be conducted in accordance with the Board Procedures.
- (b) The evaluations will be carried out at an agreed upon date within four (4) weeks of the written request on a date to be pre-arranged between the Principal and the Occasional Teacher.
- 5.06 The Board shall initiate a Police Record Check for an Occasional Teacher only if required by the *Education Act* and Regulations.
- 5.07 Any information the board receives in connection with such Police Record Checks shall be kept confidential and shall only be disclosed to a) the Minister of Education in accordance with Section 315 of the *Education Act* and b) the individual who is the subject of the check or as required by law.

ARTICLE 6 - ACCESS TO INFORMATION

- 6.01 The only personnel file respecting an Occasional Teacher shall be maintained by Human Resources of the Board and shall be available and open to the Occasional Teacher for inspection in the presence of the Superintendent responsible for Human Resources, or designate, at any reasonable time during the regular working hours of the Department with advance notice of appointment.
- 6.02 An Occasional Teacher shall be entitled to request copies of any materials contained in his/her personnel file. The Board reserves the right to levy a reasonable charge for copies in excess of 25 pages.
- 6.03 Where an Occasional Teacher authorizes, in writing, access to their personnel file by another person acting on the Occasional Teacher's behalf, Human Resources Services shall provide such access, as well as copies of materials contained herein, if also authorized and requested. The Board reserves the right to levy a reasonable charge for copies in excess of 25 pages.
- 6.04 An Occasional Teacher has the right to add a rebuttal to their file with a copy to their principal or immediate supervisor.
- 6.05 An Occasional Teacher is entitled to:
- (a) request a correction of their own personal information if the Occasional Teacher believes there is an error or omission;
- (b) require that a statement of disagreement be attached to information reflecting any correction that was requested but not made.
- 6.06 An Occasional Teacher shall receive a copy of any adverse material placed in their personnel file within seven (7) calendar days of the material being filed.

- 6.07 Upon written request, the Board shall provide the Union with data that the Board determines to be relevant to negotiations and the administration of this Collective Agreement.
- 6.08 Upon written request of the teacher to the Superintendent of Education (responsible for Human Resources), documents contained in the teacher's personnel file which are disciplinary in nature or letters of expectation and all supporting documents shall be removed from the file the later of two years or 200 days worked for the Board as an Occasional Teacher from the date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials regarding suspensions, harassment, violence, or any discipline related to inappropriate interaction with students will remain in a teacher's file.

ARTICLE 7 - COPIES OF THE COLLECTIVE AGREEMENT

- 7.01 A copy of the collective agreement shall be available on the Board's portal.
- 7.02 Within twenty (20) days of signing of the collective agreement, the Board shall provide the Union with an electronic copy of the collective agreement.
- 7.03 The Board shall provide to all newly-hired Occasional Teachers an information package.

ARTICLE 8 - OCCASIONAL TEACHER ROSTER

- 8.01 Up-to-date Occasional Teacher Rosters shall be sent to the Local Occasional Teachers' Union President by the 1st of each month. These Rosters shall provide the following information for each Occasional Teacher: name, address, telephone number, and Ontario College of Teachers' Registration Number.
- 8.02 By October 15th and February 15th of each school year, the Board will provide the Union a list of all Occasional Teachers on a long-term assignment. The list will include the Occasional Teacher's name, place of their assignment and the length of the assignment.
- 8.03 (a) The Board reserves the right to remove an Occasional Teacher from the Roster if they are unavailable for assignment and/or does not accept at least twenty (20) FTE days of work in the period of September 1 to June 30.
- (b) For an Occasional Teacher returning from a leave of absence or new to the Roster during a school year, the days to be worked shall be pro-rated based on the time the Occasional Teacher is active on the Roster during the current school year.
- (c) The Board will advise the Local Occasional Teachers' Union President in writing when an Occasional Teacher is removed from the Roster pursuant to 8.03(a).
- (d) Part-time permanent teachers are not required to meet the above requirement.

(e) The days worked by Occasional Teachers for Federation business shall be counted towards the required FTE days.

- 8.04 An Occasional Teacher who wishes to be continued on the Occasional Teacher Roster for the following school year shall notify Human Resources Services by June 30th each year. The required notification will be sent by email and/or posted online by the Board by June 1st. Human Resources Services shall remove from the Occasional Teacher Roster the name of any Occasional Teacher for whom no notification is received by June 30th.
- 8.05 In filling casual occasional assignments, the Board shall endeavour to secure a qualified Occasional Teacher. When the Board is unable to assign a qualified Occasional Teacher, the Board, subject to the limitations contained in the *Education Act*, is entitled to employ an unqualified person. On a monthly basis, the Board agrees to provide the Union the dates, if any, on which an unqualified person was employed as an Occasional Teacher.
- 8.06 The onus is on the Occasional Teacher to notify the Board in writing of any changes in name, address or telephone number. The Board shall send an email to the email address on file with the Board of any Occasional Teacher whose contact information is known to be inaccurate, with a copy to the President of the Elementary Occasional Teacher local, requesting current information. Effective January 1, 2016, failure to reply with current contact information within twenty-one (21) calendar days shall result in the Occasional Teacher's name being removed from the Roster and employment terminated with the Board.

ARTICLE 9 - FILLING OF CASUAL OCCASIONAL ASSIGNMENTS

- 9.01 The Board and the Union will meet at least once per school year to review the design and operation of the automated dispatch system and the pre-arranging of daily assignments. Significant modifications to the operation of the automated dispatch system shall be made in consultation with the Union.

ARTICLE 10 - JOB VACANCIES FOR LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

- 10.01 For pre-determined long-term occasional assignments known to the Board for at least 15 school days prior to the commencement of the assignment and of at least two (2) months duration, the Board shall post such assignments electronically for a minimum of four (4) school days (or four (4) calendar days during July and August).
- 10.02 If the successful applicant for a posted position is not on the Occasional Teacher Roster, their name shall be added to the Roster.
- 10.03 After meeting the posting requirements of the Grand Erie Elementary Teachers' Federation Collective Agreement, and provided that there are no surplus and/or redundant regular teachers, the Board agrees that, subject to any other written agreements between the parties, any qualified Occasional Teacher has the privilege of applying for any vacancy in the system for which they are qualified, or can become qualified prior to the commencement of the assignment.

10.04 A long-term Occasional Teacher in a full-time long-term occasional assignment may only apply for another long-term occasional assignment if the start date of that assignment is after the end date of the assignment that they are currently in. The exception to this is if the long-term Occasional Teacher applies for, and is awarded, a full-time position while in a half-time assignment. This right can only be exercised once in a school year.

ARTICLE 11 - PROBATIONARY PERIOD

11.01 An Occasional Teacher who is accepted by the Board to teach as an Occasional Teacher in its elementary schools shall be considered to be a Probationary Occasional Teacher for the first forty (40) days worked as an Occasional Teacher.

ARTICLE 12 - SALARY

12.01 All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

12.02 (a) **Casual Occasional Teacher Daily Rates of Pay**

	<u>Daily Rate</u>	<u>Vacation Pay</u>	<u>Total</u>
Effective:			
September 1, 2022	\$254.97	\$10.20	\$265.17
September 1, 2023	\$262.62	\$10.50	\$273.12
September 1, 2024	\$271.60	\$10.86	\$282.46
September 1, 2025	\$278.39	\$11.14	\$289.52

- (b) i) A Long-term Occasional Teacher shall be placed on the Elementary Teachers' Salary Scale in accordance with the recognized teaching and category placement effective on the ninth (9th) consecutive day of teaching and retroactive to the first (1st) day that the assignment began, regardless of whether the assignment is full or part-time. The Occasional Teacher shall continue to be paid at this rate until the expiration of the assignment. It shall be the responsibility of the Occasional Teacher to provide the Board with documentation pertaining to recognized teaching experience. No retroactive salary adjustments shall be made beyond September 1 of the current school year.
- ii) Notwithstanding the foregoing, if an Occasional Teacher is hired for a long term assignment which is expected by the Superintendent responsible for Human Resources, or designate, to be at least twenty (20) teaching days, salary grid placement shall be effective the first day of the assignment. It shall be the responsibility of the Occasional Teacher to provide the Board with documentation pertaining to recognized teaching experience. No retroactive salary adjustments shall be made beyond September 1 of the current school year.
- iii) An interruption in the assignment due to the return of the regular teacher, Union business release or a professional activity day, of one (1) day within the first nine (9) days of an assignment, will not interrupt a long-term occasional assignment for grid placement.

- (c) Teachers who have worked part-time (less than a full day's timetable) or a part-year shall be credited with teaching experience in the ratio of time worked to total time. Teaching time, for part year, full-time and/or part-time experience credit, shall be expressed in tenths to the nearest tenth, provided that any teaching experience in an assignment of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
- (d) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of continuing education teaching experience for the purposes of grid placement.
- (e) The effective date for grid advancements is to be September 1st.
- (f) Casual occasional teaching days worked with the Board since September 1, 2004 shall be recognized for the purpose of grid placement for long-term occasional assignments. Recognized casual teaching experience shall be the number of days of experience obtained based on the previous school year as an Occasional Teacher divided by 194.

12.03 Occasional Teachers shall be paid twice per month (15th and last day of the month) by direct deposit into the Occasional Teacher's personal account in the financial institution of his/her choice.

12.04 The daily rate for long-term occasional assignments will be calculated by dividing the annual salary by the total number of school days in the school year.

12.05 Category definitions for Long-term Occasional Teachers will be in accordance with the QECO Plan identified in the collective agreement for elementary teachers. At the option of the Occasional Teacher, the Occasional Teacher may continue placement under a previous program.

12.06 It shall be incumbent upon a newly appointed Occasional Teacher to provide Human Resources Services documented proof in the form of a Category Certification Statement from Q.E.C.O. as to his/her appropriate group classification. An Occasional Teacher shall be placed in Category A1, or Category A in the event the Occasional Teacher does not have a degree, until such time as documentation supporting category placement is submitted and accepted by the Board, after which time the Occasional Teacher shall receive the appropriate differential amount retroactive to the commencement of duties. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the current school year.

12.07 (a) An Occasional Teacher who qualifies for a category change as a result of documented successful completion of courses taken in July or August, shall receive the appropriate differential amount retroactive to September 1st. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the current school year.

(b) An Occasional Teacher who qualifies for a category change as a result of successful completion of a course taken during the school year shall have the appropriate adjustment made starting the first day of the first teaching month following the successful completion of the course. Notwithstanding the above, retroactive adjustments shall not be made beyond September 1 of the current school year.

12.08 Adjustments for overpayment or underpayment of salary shall be retroactive to September 1 of the previous school year from the date on which Human Resources Services determines that there

is an overpayment or an underpayment. Prior to any adjustment to salary as a result of an overpayment or underpayment, the Superintendent responsible for Human Resources, or designate, shall consult with the Occasional Teacher to discuss the timing for the necessary adjustment. Both parties are expected to cooperate and be reasonable in the development of the repayment plan. Notice of the adjustment shall be given to the President of the Local prior to the implementation of the adjustment.

ARTICLE 13 - WORKING CONDITIONS

- 13.01 During the term of this Collective Agreement, the Board shall make available up-to-date in-school information for Occasional Teachers. This information shall include: a timetable for the Occasional Teacher's assignment (including supervision periods), a schedule identifying period times, an up-to-date class list, a seating plan, a floor plan of the school, an outline of the school day (including opening procedures, washroom procedures), fire drill and emergency procedures, written information on school discipline procedures, information on access to equipment and sources of assistance, and a list of students with special health-related including a history of violence or other needs. The Board shall ensure that, to the extent possible, lesson plans and textbooks are available for the class in the casual occasional teaching assignments.
- 13.02 a) An Occasional Teacher shall have the same timetable and the regularly scheduled preparation time of the Teacher being replaced, unless reassigned with mutual consent.
- b) Where there is an unfilled classroom assignment, reassignment of the Occasional Teacher may be necessary at the discretion of the Principal to address student needs.
- 13.03 a) When an Occasional Teacher is called to an assignment for a half day, it will be either for the morning or the afternoon. No casual Occasional Teacher will be paid for less than one-half day. Remuneration paid to Occasional Teacher will be prorated for assignments less than full-time.
- b) For full day absences reported after the start of the school day and before the 2nd half of the day, an Occasional Teacher will receive 1.0 FTE pay for the day.
- 13.04 When an Occasional Teacher substitutes for a teacher who is receiving a travel allowance and travel time, the Occasional Teacher shall receive, in accordance with the Board's Policy, reimbursement at the Board's current per kilometer rate and the same travel time as provided the teacher being replaced.
- 13.05 For an Occasional Teacher assignment for grade 7 or 8 in a grade 7 to graduating school, the Board shall first be required to endeavour to secure a qualified Occasional Teacher from this bargaining unit.
- 13.06 When an Occasional Teacher accepts an assignment, to cover for meetings or preparation pay-back, such assignments will be free of supervision duties for that day unless they are reassigned in accordance with Article 13.02 (b).
- 13.07 a) Where a long-term assignment has no determined end date, and the regular Teacher returns from leave within a week of report cards or progress reports being completed, the Occasional Teacher may be requested to assist with the completion of these report cards or progress reports.

In such instances, the Occasional Teacher shall be paid for the time to assist in the completing the report cards or progress reports. The rate of pay shall be LTO rate of pay for the day.

b) Occasional Teachers whose LTO assignment ends prior to the assessment and evaluation PA Day, shall leave all anecdotal comments and grades for the incoming Teacher in a format that is easy to understand for inputting into report cards in according with Growing Success.

ARTICLE 14 - MEDICAL/PHYSICAL PROCEDURE

14.01 An Occasional Teacher shall not be required to perform any medical/physical procedure for pupils. If an Occasional Teacher chooses to perform any medical/physical procedure for pupils, the Board shall arrange for training the teacher, where appropriate, prior to performing the procedure. It shall not be the required 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.

ARTICLE 15 - REPORTING PAY GUARANTEE

15.01 An Occasional Teacher who is called for a half-day assignment, who reports, and who finds that their services are not required, shall be paid for a half-day's pay for reporting for duty, provided that the Occasional Teacher accepts other professional duties assigned by the Principal for one half-day.

15.02 An Occasional Teacher who is called for a full-day assignment, who reports, and who finds that their services are not required, shall be paid for a full-day's pay for reporting for duty, provided that the Occasional Teacher accepts other professional duties as assigned.

15.03 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided, they arrive within forty-five (45) minutes of accepting the assignment.

15.04 (a) The Board shall give a minimum of two (2) hours' notice of cancellation of any assignment. The Board shall attempt to contact the Occasional Teacher to notify them of the cancellation. It is the responsibility of the Occasional Teacher to answer their telephone and check voicemail messages. If the Occasional Teacher reports to work, they will not be paid.

(b) Should an assignment be canceled without such notice, the Board shall pay the Occasional Teacher the pay they would have received for that assignment for that day provided the Occasional Teacher reports for, and completes, alternate professional duties.

ARTICLE 16 - BENEFITS

Refer to C6.00 and Letter of Agreement #6 of Part A of the Central Agreement.

16.01 Subject to eligibility requirements, a Long-term Occasional Teacher employed on pre-determined long-term occasional assignment of at least two (2) months duration may participate in the Extended Health Plan, Dental Plan and Life Insurance benefits outlined in the Elementary Teachers'

Agreement. The Board's share of the premium costs shall be the same as for a regular teacher with the same workload.

16.02 All Occasional Teachers shall have access to the Employee Assistance Program (EAP) provided by the Board. The Board reserves the right to amend the providers.

ARTICLE 17 - SICK LEAVE

Refer to C7.00 of Part A of the Central Agreement.

ARTICLE 18 - LEAVES

18.01 The following absences shall be without loss of sick leave credit or loss of salary:

(a) **Bereavement Leave**

A total of five (5) school days may be allowed per bereavement of the following: parent, spouse, common-law spouse, same sex partner, fiancé, child, sibling or grandchild.

A total of three (3) school days may be allowed per bereavement of the following: grandparent, parent-in-law, sibling-in-law, child-in-law or other person in loco parentis or any other relative who lived in the home.

One (1) school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece, or nephew.

In the case of extenuating circumstances, application may be made to the Superintendent of Human Resources, or designate, for additional time under this clause. For any working days which fall in this period, there shall be no deduction of pay.

(b) **Examination and Graduation**

A Long-term Occasional Teacher who is scheduled to work and who has received the prior approval of the Superintendent of Education responsible for Human Resources, or designate, may be absent from duty without loss of pay in accordance with the following:

For the purpose of writing an examination the half-day period during which the examination occurs will be granted.

For the purpose of attending his/her graduation, the half-day period during which the graduation occurs will be granted.

(c) **Jury Duty or Subpoena**

A Long-term Occasional Teacher who is absent from his/her assigned long-term occasional assignment by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which she is not a party or one of the persons charged, shall be paid the

difference between the normal earnings and the payment they receives as a juror or as a witness.

(d) **Quarantine**

A Long-term Occasional Teacher shall be granted a leave of absence, with pay, as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending to his/her duties.

(e) **Hazardous Weather**

A Long-term Occasional Teacher who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year, with pay. Such requests must state the reason for absence, and approval is at the sole discretion of the Superintendent of Education responsible for Human Resources, or designate.

(f) **Creed and Faith based days**

A Long-term Occasional Teacher shall be granted up to a maximum of three (3) school days in a school year for observance of recognized Creed and Faith based days that fall within the term of their assignment.

(g) **Urgent Matters, Community Public Service or Moving Day**

For a pre-determined long-term occasional assignment of ninety-seven (97) days or greater, the Long-term Occasional Teacher shall be entitled to two (2) school day(s) per year, for urgent matters (including adoptive leave and paternity leave), or emergency family-related matters or community public service or one (1) moving day which cannot be conducted other than during school hours may be allowed. Such request must state the reason for the absence, and approval is at the discretion of the Superintendent of Education responsible for Human Resources or designate.

18.02 For a pre-determined Long-Term Occasional assignment of ninety-seven (97) days or greater, the Long-Term Occasional Teacher shall be entitled to one (1) unpaid personal leave day. The unpaid personal leave day shall be prorated based on FTE of the assignment. Such leave shall not abut a Board-designated holiday, a statutory holiday, or summer, March or Winter Break. The principal reserves the right to limit the number of unpaid personal days given on any one day at their school. Where possible, at least three (3) school days' notice shall be given to the principal.

ARTICLE 19 - VOLUNTARY LEAVE OF ABSENCE

19.01 The Board may allow a leave of absence to an Occasional Teacher. Such leave will not be unreasonably denied. In granting the leave of absence, the Occasional Teacher's name shall be removed from the Occasional Teacher Roster for a period of up to and including one (1) school year. The Occasional Teacher shall be returned to the Occasional Teacher Roster at the end of the leave provided that the Occasional Teacher is available to accept assignments and advises the Board's Human Resources Department thirty (30) days prior to the end of the leave.

ARTICLE 20 - LEAVE FOR UNION BUSINESS

- 20.01 (a) At the request of the Union, the Board may excuse one or more Occasional Teachers for the purpose of conducting official Union Business. When such leaves involve an Occasional Teacher in a long-term assignment, it shall be subject to prior arrangements with the Superintendent responsible for Human Resources, or designate, the reasonable requirements of the timetable and the availability of other Occasional Teachers to replace the Occasional Teachers involved. Absences shall be segments of either half-days or full days.
- (b) The Occasional Teacher granted leave under 20.01(a) shall suffer no loss of salary and benefits, if applicable. The Union shall reimburse the Board for the full replacement costs, if any.
- (c) (i) The position of President of the Local ETFO Occasional Teacher Unit shall be treated as if employed by the Board as a Long-term Occasional Teacher for salary purposes (not benefits as per Article 16). The Union will reimburse the Board for the full cost of the release.
- (ii) The absence of the Occasional Teacher for Union Business within the first nine (9) days of a long-term occasional assignment, with or without a predetermined end date will not interrupt a long-term occasional assignment for grid placement.

ARTICLE 21 - PREGNANCY/PARENTAL LEAVE

Refer to C11.2 of Part A of the Central Agreement.

Pregnancy/parental leave shall be granted according to the *Employment Standards Act* which may be amended from time to time.

ARTICLE 22 - LOCAL GRIEVANCE AND ARBITRATION PROCEDURE

22.01 Definitions

- (a) A “grievance” shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) A “party” shall be defined as:
- (i) the Union
 - (ii) the Board.
- (c) “Days” shall mean regular work days unless otherwise indicated.

22.02 An Occasional Teacher shall have the right to have present a representative from ETFO to assist the teacher at any stage of this grievance and arbitration procedure.

22.03 (a) Step One – Complaint Stage

Any dispute must first be discussed by the Occasional Teacher with the Principal, or immediate supervisor, within twenty (20) days of the time when the grievor should responsibly be expected to be aware of the relevant fact. If the grievor is unable to resolve the dispute, the Union may file

a formal grievance at Step Two, within ten (10) days of the discussion with the Principal or Supervisor.

(b) Step Two

The Union must submit a written grievance with the Superintendent responsible for Human Resource, or designate.

The written grievance shall contain:

- (i) A description of how the alleged dispute is in violation of the Agreement; AND
- (ii) A statement of the facts to support the grievance; AND
- (iii) The relief sought; AND
- (iv) The signature of the duly authorized official of the Union.

The Union shall present the grievance to the Superintendent of Human Resources or designate, at a set meeting to be held within twenty (20) days of the Board's receipt of the grievance. The Superintendent of Human Resources or designate, shall answer the grievance in writing, within five (5) days of the meeting.

22.04 If the reply of the Superintendent of Human Resources or designate is unacceptable to the Union, it may, within ten (10) days of receiving the written reply of the Superintendent of Human Resources or designate, apply for arbitration. Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the arbitration procedure.

22.05 **Policy and Group Grievance**

The Union has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievances shall be filed at Step Two, except that a Board grievance shall be filed with the Local President of the Union and a Board representative shall present its grievance to the Union's Grievance Committee.

22.06 **Arbitration**

The party seeking arbitration shall notify the other party in writing of its intent to submit the difference or allegation to arbitration using an Arbitrator . The notice shall also contain the name of the party's selection for an Arbitrator. Within five (5) school days thereafter, the other Party shall respond in writing indicating their agreement of the proposed arbitrator or suggesting another name. If the Parties fail to agree upon an arbitrator, the the appointment shall be made by the Minister of Labour upon the request of either party.

An Arbitrator shall hear the pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision within the timelines specified by the *Ontario Labour Relations Act*. The decision shall be final and binding upon the parties and upon any teacher affected by it.

The Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement.

The Arbitrator shall have the power to relieve against timelines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

- 22.07 Time restrictions may be extended if mutually agreed in writing.
- 22.08 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Agreement.
- 22.09 Both parties agree to pay one-half (1/2) of the fees and expenses of the Arbitrator.
- 22.10 Where a teacher has been dismissed for just cause, the teacher may file a grievance at Step Two within ten (10) school days of written notice of termination.
- 22.11 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 shall stipulate the name of the person and the timeline for grievance mediation to occur.
- 22.12 An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held after the school day. Costs for the Occasional Teacher shall be paid by the Union.

ARTICLE 23 - CORRESPONDENCE

- 23.01 All correspondence between the parties arising out of this Collective Agreement shall pass to and from the Superintendent responsible for Human Resources, or designate, and from the President of the Occasional Teachers' Local Union, or designate, unless otherwise specified in this Collective Agreement.

ARTICLE 24 - PROFESSIONAL LEARNING

- 24.01 Each year the Board shall allocate to the Union \$5,000 for the purpose of providing professional development for elementary Occasional Teachers to be administered by the Union. Funds not expended in a given year will be added to the next year's allotment.
- 24.02 The Board shall provide information to the Union about the professional development activities provided by the Board.
- 24.03 (a) Subject to availability of space, an Occasional Teacher may attend, without pay, scheduled professional development activity days arranged by the Board.

(b) Subject to the availability of space, an Occasional Teacher may be offered the opportunity to attend without pay, the Board's in-service programs on a voluntary basis.

- 24.04 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 24.05 A Long-term Occasional Teacher shall attend, with pay, Board-wide Professional Development Days that fall within the long-term occasional assignment.

ARTICLE 25 - STRIKE AND LOCKOUT

- 25.01 There shall be no strike or lockout during the term of the Collective Agreement. The terms “strike” and “lockout” shall be as defined in the *Labour Relations Act* and the *School Boards Collective Bargaining Act*.

ARTICLE 26 - HARASSMENT

- 26.01 The Board and the Union agree that every employee is entitled to freedom from harassment in the workplace.

ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY ACT

- 27.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.
- 27.02 The Board agrees to abide by the *Occupational Health and Safety Act*. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act. The Parties agree to abide by the Health and Safety Guidelines established for the Joint Occupational Health and Safety Committee.
- 27.03 The Union shall be entitled to one representative on the joint Health and Safety Committee.
- 27.04 In accordance with the *Occupational Health and Safety Act*, 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 his/her rights in any matter related to health and safety.

ARTICLE 28 - UNION REPRESENTATION

- 28.01 The Union shall notify the Board in writing of the names of persons elected to the office in the Local Occasional Teachers’ Union, and of persons who may be authorized by the Union to represent Occasional Teachers in a particular school or workplace on behalf of the Union (workplace steward).
- 28.02 Subject to the approval of the Principal, access to a bulletin board in each school or workplace shall be provided for the posting of Union business and information for the Union membership.

28.03 Subject to the approval of the Principal, the Union may have access to its members at all schools and workplaces for Union business provided that it does not interrupt the instructional day.

ARTICLE 29 - UNION/MANAGEMENT LIAISON COMMITTEE

29.01 The parties agree to form a Union-Management Committee comprised of not more than three (3) representatives from each party. The Committee shall meet every three (3) months, if necessary, and it shall discuss matters of mutual concern provided that such matters shall not include matters which are subject to collective bargaining or matters which are subject for grievance and/or arbitration.

ARTICLE 30 - DURATION AND RENEWAL

Refer to C3.00 of Part A of the Central Agreement for term and renewal.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives this 30 day of August, 2024

FOR THE UNION:

Amanda Baxter

President, Grand Erie Occasional Teachers Local

Pam Doyra

ETFO Collective Bargaining Officer

Sabrina Sawyer

ETFO Deputy General Secretary

FOR THE BOARD:

[Signature]

Board Chair

[Signature]

Director of Education and Secretary

Letter of Agreement #1

BETWEEN

The Grand Erie District School Board

AND

The Elementary Teachers' Federation of Ontario

Grand Erie Elementary Occasional Teachers

The Board shall advise Principals to endeavour to ensure that an Occasional Teacher shall not be assigned yard duty prior to the commencement of teaching duties on the first day of an assignment

Letter of Agreement #2

BETWEEN

The Grand Erie District School Board

AND

**The Elementary Teachers' Federation of Ontario
Grand Erie Elementary Occasional Teachers**

Required Health and Safety Training

Any required health and safety training is to be completed by September 30th of the current school year. New Occasional Teachers hired to the board must complete the training within thirty (30) workdays of their date of hire.

The board will provide a half-day (0.5 FTE) pay to an Occasional Teacher who is not in a long-term assignment on the first PA Day of the school year, provided that the training is completed, and they work ten (10 FTE) days in the current school year.

Payments will be issued by February 15th and by July 15th of each year.

Time spent completing the health and safety training shall not count towards the days required to remain on the Occasional Teacher Roster.