 

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE OTTAWA CARLETON ELEMENTARY OCCASIONAL TEACHERS' ASSOCIATION**

**(THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO)**

**AND**

**THE OTTAWA-CARLETON DISTRICT**

**SCHOOL BOARD**

| **EFFECTIVE 1 SEPTEMBER 2014 TO 31 AUGUST 2017** |
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Please contact the following for any specific information you may require concerning this Collective Agreement:

OCDSB (Ottawa-Carleton District School Board) (613) 721-1820 Human Resource Officer (Academic) ext. 8341 Human Resource Administrator (OT) ext. 8147 Human Resources Assistant (OT) ext. 8598

Payroll Administrator ext. 8370 (for Occasional Teachers)

Payroll Administrator ext. 8633 (for Long Term Occasional Teachers)

ETFO (Elementary Teachers' Federation of Ontario)

Provincial Office 1-888-838-3836

OCEOTA (Ottawa Carleton Elementary Occasional Teachers' Association)

Local Office 613 221-9135 Fax 221-9137

Local President 613 221-9135

**Not all Central provisions are applicable to OCEOTA members. Consult the specific central terms to determine what is applicable to permanent, occasional or long term occasional teachers.**

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**ETFO TEACHERS – PART A: CENTRAL TERMS**

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

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

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

agreement for teachers and one single collective agreement for occasional teachers.

**C1.2 Implementation**

Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the

bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

**C1.3 Parties**

a) The parties to the collective agreement are the school board and the

employee bargaining agent.

b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

**C1.4 Single Collective Agreement**

Central terms and local terms shall together constitute a single collective

agreement.

**C2.00 DEFINITIONS**

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

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

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

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

**C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of

learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

**C3.1 Single Collective Agreement**

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

**C3.2 Term of Agreement**

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

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

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

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

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

**C3.5 Amendment of Terms**

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

parties and agreement of the Crown.

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**C3.6 Notice to Bargain**

a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with

Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:

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

i. within 90 (ninety) days of the expiry of the collective agreement; 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 central matters may also be grieved locally, in which case local grievance processes will apply.

**C4.1 Definitions**

a) A “grievance” shall be defined as any difference relating to the

interpretation, application, administration, or alleged violation or

arbitrability of an item concerning any central term of a collective

agreement.

b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association (OPSBA) and the Elementary Teachers’ Federation of Ontario (ETFO).

c) The “Local Parties” shall be defined as the Board or the local ETFO

bargaining unit party to a collective agreement.

d) For the purpose of the Central Grievance Process only “days” shall mean school days.

**C4.2 Central Dispute Resolution Committee**

a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the

central parties and two (2) representatives from the Crown.

b) The Committee shall meet within five (5) working days at the request of one of the central parties.

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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.

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b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.

c) The Committee shall complete its review within ten (10) days of the

grievance being filed.

d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.

e) All timelines may be extended by mutual consent of the central parties.

**C4.5 Mediation**

a) The central parties may, on mutual agreement, request the assistance of a mediator.

b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally

between the central parties.

c) Timelines shall be suspended for the period of mediation.

**C4.6 Arbitration**

a) Arbitration shall be by a single arbitrator.

b) The central parties shall select a mutually agreed upon arbitrator.

c) Where the central parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.

d) The central parties may refer multiple grievances to a single arbitrator.

e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

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

a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher’s normal retirement date.

b) The Teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

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Pursuant to b) above, the following will apply:

c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of fifty-eight (58) less the teacher’s age as at June 30, 2016.

d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by two percent (2%) if they chose the early gratuity payout.

**C6.00 BENEFITS**

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

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

Post Participation Date, the following shall apply:

**C6.1 Funding**

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

**C6.2 Cost Sharing**

a) With respect to the funding in C6.1a), should there be an amount of

employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the

Participation Date.

b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

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

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

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

a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD

plan.

b) The Board shall cooperate in the administration of the LTD Plan. It is

understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.

c) Where the plan administrator implements changes in the terms and

conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

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

**C7.00 SICK LEAVE**

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

**a) Sick Leave Benefit Plan**

The Sick Leave Benefit Plan will provide sick leave days and short term

disability days for reasons of personal illness, personal injury, including

personal medical appointments and personal dental appointments.

**b) Sick Leave Days**

Subject to paragraphs d) i-vi below, permanent full-time Teachers will be

allocated eleven (11) sick days at one hundred percent (100%) salary in

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

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

Subject to paragraphs d) i-vi below, permanent full-time Teachers will be

allocated one hundred and twenty (120) short-term disability days in

September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP

shall receive payment equivalent to ninety percent (90%) of regular salary. **d) Eligibility and Allocation**

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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.

iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year’s allocation.

v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.

vi. Where a permanent Teacher is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher’s FTE that the Teacher is unable to work due to illness or injury.

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**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

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assignment or the FTE, an adjustment will be made to the allocation

and applied retroactively.

iv. A Long Term Occasional Teacher who works more than one LTO

assignment in the same school year may carry forward Sick leave and

STLDP from one LTO assignment to the next, provided the

assignments occur in the same school year.

**g) Administration**

i. The Board may require medical confirmation of illness or injury to

substantiate access to sick leave or STLDP. Medical confirmation may

be required to be provided by the Teacher to access sick leave or

STLDP.

ii. The Board may require information to assess whether an employee

is able to return to work and perform the essential duties of his/her

position. Where this is required, such information shall include

his/her limitations, restrictions and disability related needs to assess

workplace accommodation as necessary (omitting a diagnosis).

iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial

of LTD.

iv. The employer shall be responsible for any costs related to

independent third party medical assessments required by the

employer.

**C8.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C8.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of

bargaining on issues of joint interest.

**C8.2** The parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

**C8.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.

**C8.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed

otherwise.

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

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

**C10.00 DIAGNOSTIC ASSESSMENT**

a) For the purposes of C10.00, the term “Teachers” shall include Occasional Teachers.

b) Teachers shall use their professional judgement as defined in C2.5 above. The parties agree that a teacher’s professional judgement is the cornerstone of assessment and evaluation.

c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that

instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the

Ministry PPM.

ii. Teachers shall use their professional judgment to determine which

assessment and/or evaluation tool(s) from the Board list of preapproved

assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, teachers must

utilize diagnostic assessment during the school year.

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

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

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

a) Family Medical Leave or Critically Ill Child Care leaves granted to a

permanent teacher or long-term occasional teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.

b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.

c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.

d) Seniority and experience continue to accrue during such leave(s).

e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide payment for the teacher’s share of the benefit premiums, where

applicable.

f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board’s sick leave and short term disability plan.

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

g) The Employer shall provide for permanent teachers and long-term

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

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h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

**C11.2 Pregnancy Leave**

a) The Employer shall provide for permanent and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

b) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the parties.

e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

f) Eligible teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the teacher in accordance with the Board’s payroll procedure.

g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.

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h) If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

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

The board will make every effort to limit FDK/Grade 1 split grades where feasible. - 14 -

**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.

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**LETTER OF AGREEMENT #1**

**BETWEEN**

**The Ontario Public School Boards’ Association**

**(hereinafter called ‘OPSBA’)**

**AND**

**The Elementary Teachers’ Federation of Ontario**

**(hereinafter called the ‘ETFO’)**

**RE: Sick Leave**

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

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.

2. Responsibility for payment for medical documents.

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

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

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**LETTER OF AGREEMENT #2**

**BETWEEN**

**The Ontario Public School Boards’ Association**

**(hereinafter called ‘OPSBA’)**

**AND**

**The Elementary Teachers’ Federation Ontario**

**(hereinafter called ‘ETFO’)**

**AND**

**The Crown**

**RE: Regulation 274 - Hiring Practices**

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

1. The parties and the Crown agree that hiring for long term occasional and permanent positions shall be as set out in Regulation 274 under the Ontario Education Act. Regulation 274 remains in force.

2. The parties agree to meet to further discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.

a. The Committee shall address the following issues, including but not limited to: i. the size of the LTO list

ii. the number of interview cycles

iii. the interview process

3. The parties agree to the following provisions for the term of this collective agreement: - 17 -

a. Following the interview to the LTO List, unsuccessful candidates who make the request shall be debriefed within thirty (30) days of the interview and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.

b. The local parties may, if they choose, negotiate a capped roster.

c. A relocating permanent Teacher who has been employed by a public school board in Ontario may apply to another Board to be placed on the LTO List and shall be granted an interview.

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

e. Information Disclosure to the Occasional Teacher Local Unit

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

i. the job posting at the time the posting is circulated in the system;

ii. the job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;

iii. names of successful applicants.

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**LETTER OF AGREEMENT #3**

**BETWEEN**

**The Ontario Public School Boards’ Association**

**(hereinafter called ‘OPSBA’)**

**AND**

**The Elementary Teachers’ Federation of Ontario**

**(hereinafter called ‘ETFO’)**

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

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

ETFO may raise the failure to comply with the Central Labour Relations Committee. - 19 -

**LETTER OF AGREEMENT #4**

**BETWEEN**

**The Ontario Public School Boards’ Association**

**(hereinafter called ‘OPSBA’)**

**AND**

**The Elementary Teachers’ Federation Ontario**

**(hereinafter called ‘ETFO’)**

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

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

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**LETTER OF AGREEMENT #5**

**BETWEEN**

**The Ontario Public School Boards’ Association**

**(hereinafter called ‘OPSBA’)**

**AND**

**The Elementary Teachers’ Federation Ontario**

**(hereinafter called ‘ETFO’)**

**AND**

**The Crown**

**RE: Special Education Committee**

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

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

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**LETTER OF AGREEMENT #6**

**BETWEEN**

**The Ontario Public School Board Association**

**(hereinafter called ‘OPSBA’)**

**AND**

**The Elementary Teachers’ Federation of Ontario**

**(hereinafter called the ‘ETFO’)**

**AND**

**The Crown**

**RE: Benefits**

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

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

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

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

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**1.0.0 PRINCIPLES**

1.1.0 The Trust will be governed by trustees appointed by the ETFO and trustees appointed by OPSBA and the Crown acting together;

1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

1.3.0 Services provided by the Trust to be available in both official languages, English and French; and

1.4.0 Other employee groups in the education sector may join the Trust in accordance with s. 3.1.1 by entering into an agreement with the Trustees that requires the group to pay for all benefits and administrative costs related to the creation, establishment and operation of a benefits plan for that group. The Trustees, as defined in 2.1.0, will develop an affordable and sustainable benefits plan that is based on the funding available to the employee groups.

**2.0.0 GOVERNANCE**

**2.1.0 Board of Trustees**

2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.

2.1.2 The appointed independent experts will:

a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;

b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and

c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have

demonstrated experience with employee benefit plans.

2.1.3 All voting requires a simple majority to carry.

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2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

**3.0.0 ELIGIBILITY and COVERAGE**

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

3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented

employees”) and currently eligible for benefits in collective

agreements. The Trust will also be permitted to provide coverage to

other employee groups in the education sector with the consent of

their bargaining agents and employer or, for non-union groups, in

accordance with an agreement between the Trustees and the

applicable board or school authority. These groups must request

inclusion in the Trust, and must agree to comply with the Trust’s

financial, data and administrative requirements. The Trustees will

develop an affordable plan based on the level of funding that the group brings to the Trust.

3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their

own experience pool, and the premiums are fully paid by the retirees.

3.1.4 No individuals who retire after the Board participation date are eligible.

3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

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**4.0.0 FUNDING**

**4.1.0 Negotiated Funding Amount, Board Contributions**

4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board’s Participation Date.

4.1.2 Upon the Board’s participation date:

i) The Board shall provide to the Trust an amount of $5,100 per FTE.

This funding excludes daily occasional teachers associated with 4.1.4

i) and retiree costs associated with 3.1.2 and 3.1.3.

ii) The FTE used to determine the Boards’ benefits contributions will

be based on the boards’ FTE as of October 31st and March 31st of

each year. Each Board’s total FTE shall be verified by the Local

Bargaining Unit.

iii) For purposes of ii), the FTE positions will be those consistent with

Appendix H of the Education Finance Information System (EFIS).

iv) Calculations in ii) will be subject to specified audit procedures that

will be completed by the Board’s external auditors by May 15, 2016.

v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the

funding to the Trust for subsequent years shall be established based

on the cost of the benefit plan in the 2019-20 school year up to a

maximum of $5,100 per FTE, subject to collective bargaining starting

in 2020.

4.1.3 On the participation date, the Board shall provide to the Trust an amount of $5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:

i) there is an in-year deficit,

ii) that the deficit described in (i) is not related to plan design

changes made in the previous three (3) years,

iii) that the aggregate reserves and surpluses are less than 8.3% of

total annual/costs premiums,

then the in-year deficit in i) would be paid by the Board associated with the deficit.

4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

i. With respect to daily occasional teachers, where payment is provided in lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will

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remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for occasional teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.

ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board’s participation date.

4.1.5 The Trust shall determine employee co-pay, if any.

4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees’ pay.

4.1.8 Should the Trust maintain an employee co-pay**,** the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member’s pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.

4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

**4.2.0 Start-up Costs**

4.2.1 The Government of Ontario will provide:

a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation

Reserve (“CFR”). The amount shall be paid to the Trust on or before

September 1, 2016.

b) A one-time contribution of a half month’s premium cost (4.15% of

annual benefit costs) to the Trust, to cover start-up costs and/or

reserves.

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4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

4.2.3 The Crown shall pay to ETFO $4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further $3.0 million subject to the maxium amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.

4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Board(s)” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.

4.2.6 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.2.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.

4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

a) If available, the paid premiums or contributions or claims costs of each group; or

b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent

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positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been

aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.11 The Trust shall retain rights to the data and the copy of the software systems. **5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY**

**5.1.0 Shared Services**

5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date but shall be no later than August 31, 2021.

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

**5.2.0 Board of Trustees’ Responsibilities**

5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

a) Validation of the sustainability of the respective Plan Design;

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b) Establishing member contribution or premium requirements, and member deductibles;

c) Identifying efficiencies that can be achieved;

d) Adopting an Investment Policy; and

e) Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;

b) Fund claims stabilization or other reserves;

c) Improve plan design;

d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and e) Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

a) Use of existing claims stabilization funds;

b) Increased member share premium;

c) Change plan design;

d) Cost containment tools;

e) Reduced plan eligibility; and

f) Cessation of benefits, other than life insurance benefits.

5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.

5.2.5 The Trust shall provide “trustee liability insurance” for all Trustees.

**5.3.0 Accountability**

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

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

**6.0.0 TRANSITION COMMITTEE**

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

**7.0.0 PAYMENTS**

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

**8.0.0 ENROLMENT**

8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new teachers/members within a reasonable amount of time from their acceptance of employment.

8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

8.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

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

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**9.0.0 ERRORS and OMISSIONS**

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

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

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

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

**10.0.0 CLAIMS SUPPORT**

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

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

**11.0.0 PRIVACY**

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

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**APPENDIX A – HRIS File**

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

a) complete and accurate enrollment files for all members, member spouses and eligible dependents, including:

i. names

ii. benefit classes

iii. plan or billing division

iv. location

v. identifier

vi. date of hire

vii. date of birth

viii. gender

ix. default coverage (single/couple/family)

b) estimated return to work dates

c) benefit claims history as required by the Trustees

d) list of approved pre-authorizations and pre-determinations

e) list of approved claim exceptions

f) list of large amount claims based on the information requirements of the Trust

g) list of all individuals currently covered for life benefits under the waiver premium provision

h) member life benefit coverage information

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**LETTER OF AGREEMENT #7**

**BETWEEN**

**The Ontario Public School Boards’ Association**

**(hereinafter called ‘OPSBA’)**

**AND**

**The Elementary Teachers’ Federation of Ontario**

**(hereinafter called ‘ETFO’)**

**RE: Status Quo Central Items**

Status quo central items

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

Issues:

1. Student Supervision

2. Central Issues as they affect Occasional Teacher Workload

3. Days to Long Term Occasional

4. Formula for Daily Rate

5. Other Direct Compensation

6. Class Size for All Grades

7. Staffing Levels

8. Teaching Principals and Vice-Principals

9. Return to the Teacher Bargaining Unit

10. Job Security

11. Preparation Time

12. Scheduling of Professional/Learning/Development, mandatory training 13. Staff Meetings

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**LETTER OF AGREEMENT #8**

**BETWEEN**

**The Ontario Public School Boards’ Association**

**(hereinafter called ‘OPSBA’)**

**AND**

**The Elementary Teachers’ Federation of Ontario**

**(hereinafter called ‘ETFO’)**

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

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

**1. Short Term Paid Leaves**

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

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

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

If Teachers/Occasional Teachers were entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions

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without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

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

**3. Pregnancy Leave Benefits**

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

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

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

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

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**PART B**

**TERMS NEGOTIATED LOCALLY**

**BETWEEN**

**OTTAWA-CARLETON DISTRICT SCHOOL BOARD (OCDSB) AND**

**OTTAWA CARLETON ELEMENTARY OCCASSIONAL TEACHERS’ ASSOCIATION**

**(OCEOTA)**

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**PART B**

**2014-2017 LOCAL COLLECTIVE AGREEMENT PROVISIONS**

**ARTICLE L1 PURPOSE**

**L1.01** It is the intent and purpose of the parties to set forth terms and conditions of employment as to salary and other matters to which the Parties agree, including procedures for the prompt disposition of grievances.

**ARTICLE L2 AMENDING THE LOCAL AGREEMENT**

**L2.01** Any amendment to, or variation in, procedures specifically set out in the terms of this Collective Agreement shall be in writing and by mutual consent of the Employer and the Union.

**ARTICLE L3 RECOGNITION, DEFINITIONS AND SCOPE**

**L3.01** The Ottawa-Carleton District School Board recognizes the Elementary Teachers' Federation of Ontario as the bargaining agent for all Occasional Teachers employed by the Board in its elementary schools.

**L3.02** (a) Effective August 31, 2012, Long Term Occasional Teacher (LTO) means an Occasional Teacher who is employed for one period of ten (10) days or more consecutive teaching days as a replacement for one elementary teacher employed by the Employer.

Note: the period of time to qualify for the LTO assignment will be known as the ‘qualifying period’ for purposes of this article.

(b) For the purpose of establishing the qualifying period, a partial day (i.e. part-time assignments) shall be counted as one day.

(c) During the continuous qualifying period, absences without pay for personal reasons of two days or less will not break the continuity of service but the days absent will not be included as part of the continuous qualifying period.

(d) (i) During the continuous qualifying period absences without pay for professional activities will not break the continuity of service, but they will not be included as part of the continuous qualifying period.

(ii) Professional development days that occur within the qualifying period will be worked and paid and will form part of the qualifying period.

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(e) During the continuous qualifying period absences without pay for days spent in negotiations or days spent on Federation Leave, in accordance with Article L17.04, will not break the continuity of service and will be included in the continuous qualifying period.

(f) Unless otherwise stipulated in this Collective Agreement, absences for personal reasons, or for professional activities or professional development, will be granted without pay.

(g) The status, rights and salary applicable to employment as a LTO shall be pro rated to the actual assignment**.**

**L3.03** Casual Occasional Teacher means an Occasional Teacher who is employed on any basis other than as set out in Article L3.02.

**L3.04** Occasional Teacher List means a list of all Occasional Teachers who have been accepted by the District School Board to teach as an Occasional Teacher in the elementary panel of the Ottawa-Carleton District School Board.

**L3.05** Certified means an Occasional Teacher who holds a valid Ontario Teachers’ Certificate or its equivalent and who is a member of the Ontario College of Teachers.

**L3.06** Uncertified means an Occasional Teacher who does not hold a valid Ontario Teachers’ Certificate or its equivalent.

**L3.07** Local means the Ottawa Carleton Elementary Occasional Teachers' Association.

**ARTICLE L4 FEDERATION MEMBERSHIP AND DUES CHECKOFF**

**L4.01** All Occasional Teachers, shall, as a condition of employment as an Occasional Teacher under the terms of this Collective Agreement, maintain membership in the Union. All members of the Bargaining Unit shall, as a condition of employment, pay and the Employer shall deduct union dues in accordance with the Ontario Labour Relations Act.

**L4.02** Upon the request of the Local, and subject to the capability of the Employer's payroll processing programs, the Employer shall deduct a local levy from the salary payments made to employees.

**L4.03** The union agrees to provide the Employer with notice, in writing, of its desire to alter the amount of such union dues on or before 31 August. Changes in union dues shall be implemented by the Employer in the first pay period following such notice or at such later date as may be requested.

**L4.04** The union dues deducted in accordance with Article L4.01 shall be remitted to the General Secretary of the Elementary Teachers' Federation of Ontario, Toronto, within

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thirty (30) days of the dues being deducted. A copy of each dues submission list submitted to the Elementary Teachers' Federation of Ontario shall be forwarded to the Local President.

In accordance with Article L4.02, OCEOTA shall notify the Employer of the local levy owing. The Union agrees to provide the Employer with at least four (4) weeks' notice in writing of its desire to alter the amount of such local levy. The local levy deducted in accordance with Article L4.02 shall be forwarded to the Local President within thirty (30) days of the local levy being deducted.

**L4.05** The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

**L4.06** The statement of remuneration (T4) income tax slip provided each year by the Employer shall indicate the amount of union dues and levy paid by each Occasional Teacher during the previous calendar year.

**L4.07** By September 15th each year, the Board shall provide the Union with a statement of the total number of elementary casual teaching days for the previous school year.

**ARTICLE L5 STRIKES AND LOCKOUTS**

**L5.01** The Employer and the Union agree that there shall be no strike or lockout as defined in the Ontario Labour Relations Act and in the School Boards Collective Bargaining Act during the term of this Collective Agreement.

**ARTICLE L6 MANAGEMENT RIGHTS**

**L6.01** Subject to the right of either party to lodge a grievance as set out in this Collective Agreement and subject only to the other terms, provisions and conditions contained in this Collective Agreement, the parties recognize the right and obligation of the Board to exercise its management rights and functions and to manage the affairs of the Board in all respects including, but not limited to, the following:

(a) To hire, transfer, promote, demote or lay-off because of lack of work;

(b) To formulate and publish reasonable rules and regulations to be observed by Occasional Teachers covered by this Collective Agreement; and

(c) To plan and control the teaching programs of the Board including, but not being limited to, the number of Occasional Teachers to be employed, the number of students to be taught, school location and facilities and to plan for the retirement of teachers and, without limiting the generality of the foregoing, to carry out

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such other responsibilities of the Board which are not specifically abridged or amended or limited by the terms of this Collective Agreement and which are in compliance with the prevailing statutes governing education and labour in the Province of Ontario.

**L6.02** The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.

**L6.03** The Board and the Federation agree that the provisions of this Article do not preclude representations and consultations by the Board and the Federation concerning any matters relating to members of this Bargaining Unit.

**L6.04** The Board and the Federation agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, colour, age, sex, sexual orientation, political or religious affiliation, or by reason of membership in the Federation.

**ARTICLE L7 CORRESPONDENCE**

**L7.01** Unless otherwise provided within this agreement all correspondence between the parties arising out of or incidental to this agreement shall pass to and from the Local President and the Superintendent of Human Resources or designate.

**ARTICLE L8 CONSULTATION COMMITTEE**

**L8.01** The parties agree to establish a Committee whose function shall be to discuss and investigate issues arising from new or revised legislation or other issues which the parties agree to discuss.

The Committee shall meet at the request of either party. The Committee shall be composed of up to three (3) Union members and up to three (3) Employer representatives. Up to two (2) Occasional Teachers will be paid at the applicable salary rate for attendance at such meetings to a maximum of two (2) meetings per school year. The first meeting will be held by November 30 and the second by April 30. Additional meetings may be scheduled at the request of the either party.

The Committee will attempt to resolve any issues and may make recommendations to their respective Principals which upon ratification will become Letters of Understanding.

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**ARTICLE L9 NEGOTIATING COMMITTEE**

**L9.01** For purposes of negotiations between the parties, the Employer shall recognize a Union Collective Bargaining Committee.

**L9.02** A maximum of three (3) OCEOTA members serving on the bargaining committee shall receive salary and a benefit allowance in accordance with this Collective Agreement for the days spent negotiating with the Employer's Bargaining Committee, with the Union reimbursing the board at the daily rate.

Such leave shall not constitute a break in service.

**L9.03** The union shall notify the Superintendent of Human Resources of the names of its elected and appointed representatives.

**ARTICLE L10 OCCASIONAL TEACHER LIST**

**L10.01** The Employer shall provide electronic access to a list comprising members of the Bargaining Unit.

**L10.02** (a) For each Bargaining Unit Occasional Teacher whose name is entered on the Occasional Teacher List, the database will include the following information: Name, address, telephone number and e-mail address, subject(s) which the teacher is qualified and willing to teach, and preferences regarding specific school(s). Teachers may also indicate the subjects for which they do not hold formal qualifications (e.g. French) but for which they feel capable of teaching.

(b) It is the responsibility of the Occasional Teacher to ensure that the information on the List is up-to-date and accurate.

**L10.03** Availability

(a) Occasional Teachers are expected to:

(i) Be available and accept work subject to the provisions of Article L11.02; (ii) Update and maintain the Employer’s designated availability calendar; and (iii) Apply for a leave of absence for any period of unavailability of two (2) months or greater in accordance with Article L11.02 (b).

(b) Failure to meet the Employer’s expectations as outlined in L10.03 (a) may result in a review of the Occasional Teacher’s employment status.

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**L10.04** Annual Requirements to Remain on Occasional Teacher List

(a) (i) An Occasional Teacher will be removed from the list if the Occasional Teacher has not worked ten (10) assignments from May 1, 2015 to June 15, 2016.

(ii) Effective September 1, 2016, an Occasional Teacher will be removed from the list if the Occasional Teacher has not worked twenty (20) assignments per year from September 1 to June 10.

(b) Purging requirements for Occasional Teachers hired within the school year will be prorated.

Part-time contract teachers or teachers otherwise employed by the Board who are on the Occasional Teacher List are excluded from this process. Notwithstanding the above, members of the Local who show proof of days paid for Union/Board business shall have these days credited towards the above provisions.

An Occasional Teacher, whose name has been removed from the list, shall be notified in writing that they have been removed from the list. Reapplication to the list will be in accordance with Article L11.01.

**L10.05** The Local shall be provided with access to the database including the ability to identify teachers newly added to the list. The Local shall be notified of deletions to the List following each purge period.

**L10.06** Occasional Teachers covered by this Collective Agreement will not incur registration/administration or other similar costs associated with accessing occasional teacher assignments through the Board’s electronic database. Occasional teachers will continue to be responsible for the personal computer costs related to accessing Board systems.

A**RTICLE L11 AMENDING THE OCCASIONAL TEACHER LIST**

**L11.01**(a) An Occasional teacher must submit necessary documentation to the Employer, as required. Failure to provide the necessary documentation will result in either not being added to, or being deleted from, the list. Any request by an Occasional Teacher to update information must be submitted in writing and supported by the appropriate documentation.

(b) The Occasional Teacher List will be closed between January 1 and May 31. The Bargaining Unit President will be consulted before any exceptions are made.

(c) Contract teachers will not be subject to the restrictions of L11.01(b). - 44 -

**L11.02**Impact of Leaves of Absence

(a) Occasional Teachers on a leave under the Employment Standards Act will not jeopardize their status under this Collective Agreement.

(b) An Occasional Teacher may be granted Leave without pay for two (2) months or more but less than one (1) school year. Application for leave shall be made in writing to the Human Resources Department. Occasional teachers who are

granted such leave are subject to purging. If the leave is granted on medical or compassionate grounds, the purging requirements will be reviewed on a case by case basis.

(c) The Board shall grant a leave of absence without pay for one school year (September to June) after the completion of two (2) years of employment as an Occasional Teacher. The Occasional Teacher will be exempt from purging. Applications for leave are to be made in writing to the Human Resources

Department.

**L11.03**An Occasional Teacher's name shall be removed from the Occasional Teacher List if, based on written submission(s) from the Principal/Vice-Principal, and subject to the approval of the Manager of Human Resources, the Occasional Teacher’s performance is considered to be inadequate. The Occasional Teacher shall be notified in writing and provided with a copy of any evaluation report or evaluation letter containing such judgment.

**ARTICLE L12 PROBATIONARY PERIOD**

**L12.01**An Occasional Teacher shall be considered to be on probation until the employee has taught a minimum of twenty (20) instructional days worked in one (1) school year or (30) instructional days worked in two (2) school years, as a casual or Long Term Occasional Teacher.

Occasional Teachers having completed their probationary period within the Bargaining Unit and is rehired for the Occasional Teacher List within a period of two (2) school years shall be considered on probation until the employee has taught a minimum of fifteen (15) instructional days within one (1) school year.

**ARTICLE L13 JUST CAUSE**

**L13.01**No Occasional Teacher shall be demoted, discharged, dismissed, disciplined in any way, or have his/her name removed from the list without just and sufficient cause.

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**ARTICLE L14 SALARY**

General

The parties agree that the wage rates specified herein shall be prorated for assignments to positions on less than a full-time basis. Occasional Teachers will not be paid more than 100% of the daily rate for assignments on one day, regardless of the combination of occasional teaching and/or long term occasional assignments worked. Similarly, part time teachers who work occasional teaching and long term occasional assignments will not be paid more than 100% when combining both their contract and occasional teaching and/or long term occasional assignments on any given day.

Long Term Occasional Teachers

**L14.01** Category Placement

(a) A Long Term Occasional Teacher shall have his/her salary category determined by a Statement of Evaluation from the Qualification Evaluation Council of Ontario (QECO), Program 5 and shall be paid according to the corresponding salary group on the salary schedule of the Collective Agreement between the Ottawa-Carleton District School Board and the Ottawa-Carleton Elementary Teachers' Federation with experience as recognized under Article L14.03 and L14.04 of this Collective Agreement.

A Long Term Occasional Teacher who holds Ministry of Education of Ontario Certification or equivalent but, who holds a degree recognized in Ontario and who does not hold a QECO Statement of Evaluation shall be paid according to Category A1 of the above mentioned Collective Agreement.

*NOTE: Teachers are responsible for submitting their QECO statement to the Employer.*

(b) Notwithstanding the above, retired teachers who are in possession of a certification rating under the former Carleton Board of Education will be paid as a Long Term Occasional Teacher in accordance with their grandparented category placement.

(c) When a Long Term Occasional teaching assignment is known in advance, the teacher will be paid the grid salary effective the first day of the assignment.

**L14.02** Change in Category Placement

A Long Term Occasional Teacher who submits a copy of his/her QECO Statement of Evaluation to the Human resources Officer (Academic) for a change in category placement shall receive the adjustment as follows:

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(a) If the statement is received between 1 September and 31 December inclusive, providing courses are completed prior to 31 August, the teacher's salary shall be adjusted retroactive to 1 September or to the beginning of the LTO assignment, whichever is later.

(b) If the statement is received between 1 January and 31 May inclusive, providing the courses are completed prior to 31 December, the teacher's salary shall be adjusted retroactive to the 1 January or the beginning of the LTO assignment, whichever is later.

(c) When a Long Term Occasional Teacher, through no fault of his/her own, cannot provide the Director of Education or designate with acceptable proof before the above-mentioned dates, the retroactive adjustment shall be protected within the school year if written notification of new qualifications and the attempts to establish his/her new category is provided before the 31 December and the 31 May cut off dates. An acknowledgement card from QECO shall be considered as acceptable proof. Such salary adjustment shall be withheld until acceptable proof is furnished by the teacher to the Director of Education or designate.

**L14.03**Credit for Previous Teaching Experience

For purposes of placement and progression of Long Term Occasional teachers on the salary schedule, the following shall apply:

(a) Part-time or full-time teaching experience gained in a day program within the school year while engaged as a teacher holding an Ontario Teaching Certificate, or its equivalent, or as a member in good standing of the Ontario College of Teachers, shall be credited by the Board in determining placement on the salary schedule, provided the employment was either with a school board, or with other than a school board, where the teacher taught a program of study similar to that taught in the Ontario elementary school system.

It is the responsibility of the Occasional Teacher to provide Human Resources with official Certificate(s) of Teaching Experience. Any change to a Long Term Occasional Teacher’s credited experience shall be made effective the month following the month in which the statement is received by Human Resources.

(b) Experience credit under this section shall be granted on the basis of one month credit for each full month employed, with ten months constituting a full school year. A teacher must be employed for at least one-half of the available teaching days in a given month to gain credit for a full month's teaching experience for that month.

(c) Effective May 13, 2009, teachers on long term occasional assignments shall be credited with previous long term occasional experience up to a maximum of five (5) years. Credit shall be recorded each August 31. A teacher must be

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employed for at least one-half of the available school days in a given month to gain credit for a full month teaching experience for that month.

**L14.04**Casual Occasional Teachers

Casual Occasional Teachers who have an Ontario Teaching Certificate or its equivalent shall be paid for each day of employment at the following rates:

(a) With Degree - Casual Occasional Teachers who hold an approved university degree shall be paid a daily rate as set out below for each day worked:

Effective 1 September 2014 $214.95

Effective 1 September 2016 $217.10

Effective the 98th day of 2016/2017 $218.18

(b) Without Degree - Casual Occasional Teachers who do not hold an approved university degree shall be paid a daily rate as set out below for each day worked:

Effective 1 September 2014 $193.45

Effective 1 September 2016 $195.38

Effective the 98th day of 2016/2017 $196.36

**L14.05**Each amount paid to a casual or Long Term Occasional Teacher under this Article shall be reduced by an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation. Vacation pay and statutory holiday pay shall be paid over and above the reduced basic salary.

**L14.06**An Occasional Teacher placed on a long term occasional teaching assignment will receive notification from Human Resources confirming the following: the effective date, the expected end date if known, and their placement on the grid.

**L14.07**An Occasional Teacher on a long term occasional teaching assignment shall normally be given five (5) days notice of the termination of the assignment or the start of a reduction, or gradual reduction, in the percentage of the assignment. It is understood that the Occasional Teacher shall accept any reasonable occasional teaching assignment in order to permit the Employer to fulfill this notice requirement. It is further understood that where a scheduled assignment coincides with the dates as stipulated at the commencement of the assignment, no further notice will be required.

In a similar manner, a teacher shall be required to give five (5) days notice. **L14.08** Cancellation of Assignment

When possible, the occasional teacher will be notified by the Principal/Vice-principal or designate of a cancellation of an assignment the day before the originally scheduled assignment.

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(a) Where an employee is directed to report for work and upon reporting is informed that the teacher to be replaced is present, the employee will be paid for half of the day and will be assigned professional duties by the Principal or designate to be performed during this half-day period.

(b) In the event of an emergency closure on the day of the assignment of a school or early dismissal for emergency reasons, the occasional teacher will be paid for their scheduled assignment.

(c) Procedure PR.563.HR (Inclement Weather), as established by the Board and as amended from time to time, shall apply to teachers covered by this Collective Agreement.

(d) An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for an assignment provided the teacher arrives within a reasonable time of receiving such late request.

**L14.09**When a long term occasional assignment ends due to the return of the Ottawa Carleton Elementary Teachers Federation of Ontario (OC ETFO) member, and within five (5) days, the OC ETFO member requires additional leave, the long term occasional assignment may be offered to the same occasional teacher without a qualifying period.

**L14.10**Occasional Teachers shall receive Employment and Immigration Canada Record of Employment forms as soon as possible following receipt of the employee's request.

**ARTICLE L15 PAY DATES**

**L15.01**Occasional Teachers shall be paid on a bi-weekly basis by direct deposit in a financial institution with a computerized system compatible with that used by the Ottawa Carleton District School Board.

**ARTICLE L16 BENEFITS ALLOWANCE**

**L16.01** After two (2) months of continuous employment, a Long Term Occasional Teacher will be paid an additional monthly sum as set out below, calculated and applied on a daily basis, in lieu of benefits.

Benefits Allowance: 1 September 2014 $44.16

*Effective November 1, 2016, the above benefit allowance will cease as per the Central Letter of Agreement #6, BENEFITS section 4.1.4 ii.*

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**ARTICLE L17 LEAVES**

**L17.01**Compassionate Leave

(a) A Long Term Occasional Teacher shall be entitled to up to three (3) days leave with pay and benefits allowance in each school year in the event of serious illness or death in the family, other than as specified in (b), or other personal reasons.

(b) In the event of death in the immediate family (parent, spouse, child) up to five (5) days leave with pay shall be granted per occasion.

The leave and duration must be authorized by the Principal. Additional days of absence without pay may be authorized by the Principal and will not interrupt the continuity of the assignment.

**L17.02** Court Leave

A Long Term Occasional Teacher who must be absent from work by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall be paid the difference between normal earnings and the fees he/she receives as a juror or as a witness.

**L17.03** Sick Leave

See Article C7.00 (f) of the Central Agreement for provisions on Sick Leave. **L17.04** Local Federation Leave

(a) At the request of the Local, the Board shall arrange to pay the Local Release Officer(s) at a rate of pay determined by the Bargaining Unit, prorated.

The Local agrees to reimburse the Board for the full amount paid in accordance with this article.

(b) At the request of the Local, the Board shall pay a Long Term Occasional teacher at grid rate when engaged in Union business. A Casual Occasional teacher shall be paid at the daily rate.

The leave request must be in full or half-day increments and shall be directed to the Superintendent of Human Resources or designate.

These leaves shall not exceed seventy-five (75) teaching days in total in any one school year for the Bargaining Unit.

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The Local agrees to reimburse the Board the daily rate for an Occasional Teacher.

**L17.05** Quarantine

(a) Long Term Occasional Teacher

Leave with pay shall be granted in any case where, because of exposure to a communicable disease, a Long Term Occasional Teacher is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties.

(b) Casual Occasional Teacher

Leave with pay shall be granted in any case where, because of exposure to a communicable disease on site and during a teaching assignment, an Occasional Teacher is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties. The Occasional Teacher must provide proof of a job request to qualify for this leave.

**L17.06**Religious Holy Days

Leave without loss of pay for recognized religious holy days shall be granted by the Director of Education, or designate, to Long Term Occasional Teachers working a full year, to a maximum of three (3) days in any one school year. Such days will be pro rated for Long Term Occasional Teachers working less than a full year.

**ARTICLE L18 JOB PREFERENCE - ELEMENTARY CONTRACT VACANCIES**

**L18.01**Occasional Teachers covered by this Collective Agreement shall file with the Board their interest in contract employment for available vacancies.

**L18.02**Principals shall consider the applicants in L18.01 above prior to considering outside applicants.

**L18.03**The Board shall fill long term occasional teaching positions from the Occasional Teacher List or individuals who have provided the appropriate documentation to be included on the Occasional Teacher List.

**L18.04**Where an Occasional Teacher is interviewed for a contract position, as per Article L30.10 of the Collective Agreement between OC ETFO and the Ottawa-Carleton District School Board, the Principal or designate shall provide a debriefing should the applicant so request.

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**ARTICLE L19 DISCIPLINE AND DISCHARGE**

**L19.01**(a) Where an Occasional Teacher is required to attend a meeting with a Board representative to deal with matters of discipline or discharge, the Occasional Teacher shall be advised of his/her right to have a representative of the Union at the meeting. The Occasional Teacher shall be allowed a minimum of twenty-four (24) hours to arrange for the attendance of Union representation at the meeting, if desired.

(b) The Occasional Teacher shall be notified, in writing, of the grounds for discipline or discharge, and the Union shall receive a copy of notification of all disciplinary actions.

**L19.02**It is understood and agreed that no grievance may be submitted concerning the termination of employment of a probationary employee subsequent to two (2) evaluations. In such cases, on request of the Union, representatives of management shall discuss with the Union, the circumstances giving rise to such termination.

During this probationary period an employee who has been terminated and/or have their name removed from the Occasional Teacher list, such termination and/or removal from the list shall be deemed to be for cause.

**ARTICLE L20 PERFORMANCE EVALUATION**

**L20.01**(a) Only appointed Principals and Vice-Principals shall evaluate an Occasional Teacher's competence. Such evaluation shall be made only upon reasonable prior notice.

(b) No member of OC ETFO shall evaluate the performance of an Occasional Teacher.

**L20.02**An Occasional Teacher may request an evaluation, if they have taught five (5) or more days at the site. Such evaluation shall be subject to the availability of the Principal and/or Vice-Principal.

**ARTICLE L21 HUMAN RESOURCES FILES**

**L21.01**(a) A teacher shall have access during normal business hours, or such other time as may be arranged, to the personnel files and records that relate to the teacher. Such access shall be granted upon reasonable prior notice and in the presence of a supervisory officer or other person(s) designated by the Director of Education.

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(b) If a teacher disputes the accuracy or completeness of any information in his/her personnel file, the teacher may make application in writing to the Director of Education or designate to have the information corrected. The Board shall notify the teacher in writing of its decision including reasons for that decision. A copy of the teacher's letter will be placed in the teacher's personnel file. In addition, a teacher shall have the right to respond in writing to any document contained in or to be placed in the teacher's personnel files or records. The written response by the teacher shall become part of the teacher's permanent personnel record.

(c) Where an Occasional Teacher authorizes, in writing, access to his or her personnel file by another person acting on the Occasional Teacher's behalf, the Board shall provide such access. Access shall be provided on the same basis as Article L21.01 (a) herein.

(d) Where the Board is required to furnish information on a teacher to an outside agency by a court order or legislative requirement, the teacher will be notified that this information has been requested and has been or will be provided.

(e) The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the

contents.

(f) A teacher shall receive a copy of any documentation placed in his/her file which contains information that may be detrimental to the teacher.

**L21.02**A teacher may request the removal of any disciplinary report after three (3) years of active employment (excluding leaves) provided there has been no disciplinary action in the interim. However, documents relating to investigations or discipline in cases of harassment or abuse (including sexual assault or physical misconduct of any kind) or in matters for which there is a statutory requirement for retention are not removed.

**ARTICLE L22 LOCAL GRIEVANCE/ARBITRATION PROCEDURE L22.01** Definition of Grievance

A grievance shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.

**L22.02** Individual Grievance

A teacher who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the Principal or immediate supervisor. If the discussion does not

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result in the satisfactory settlement of the complaint within five (5) school days, the Union may submit a grievance as provided herein.

**L22.03** Step 1

A grievance(s) must be submitted in writing to the Superintendent of Human Resources or designate within twenty (20) school days of the time the grievor should have been aware of the circumstance(s) or relevant facts giving rise to the grievance. The grievance shall stipulate the name(s) of the grievor(s), shall state the facts giving rise to the grievance; shall identify by specific reference the provision(s) of this Collective Agreement alleged to have been violated and shall indicate the relief sought. The Superintendent of Human Resources shall have ten (10) school days from receipt of the grievance in which to respond.

**L22.04** Step 2

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days of the receipt of the response from the Superintendent of Human Resources. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Director of Education or designate(s). A written response will be provided to the Union from the Director of Education or designate within five (5) school days of the meeting.

**L22.05**Step 3

If no settlement is reached, the grievance may be submitted to arbitration within ten (10) school days of receipt of the response.

**L22.06**Policy Grievance

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

**L22.07**Grievance Mediation

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

**L22.08**Arbitration

(a) Grievances shall be submitted to a sole Arbitrator with either party reserving the right to refer a grievance to an Arbitration Board.

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(b) Each party shall bear one-half of the expenses of the Arbitrator. In the event of an Arbitration Board, each party shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitrator or the Arbitration Board

(c) All time limits fixed herein for the grievance procedure may only be extended with the written consent of the parties.

(d) If at any stage of the grievance arbitration procedure, the party carrying the grievance fails to process the grievance in compliance with a time fixed herein (or such extension as may have been confirmed by the written consent of the parties); the grievance shall be deemed to have been abandoned.

(e) The Arbitrator or Arbitration Board shall not make any decision which is inconsistent with the provisions of this Collective Agreement, nor which would serve to alter, modify, or amend any part of this Collective Agreement.

(f) 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 when such a meeting is scheduled during the school day, provided the time involved interrupts a scheduled teaching assignment or a call-in on the day of the meeting.

(g) Throughout all stages of the grievance procedure the parties may have the assistance of teachers and other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable

arrangements will be made for such persons to attend.

**L22.09**Expedited Arbitration

A grievance which is not settled through the procedure outlined in the foregoing provisions may be submitted for binding arbitration under the provisions of the Ontario Labour Relations Act, 1995, specifically Section 48 - Arbitration Provision and Section 49 - Referral of Grievance to a Single Arbitrator. Either party may give written notice to the other within ten (10) school days of its intention to submit the grievance to arbitration.

**ARTICLE L23 OCCUPATIONAL HEALTH AND SAFETY ACT**

**L23.01**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.

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**L23.02**The parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations.

The parties further recognize the Ottawa Carleton Elementary Occasional Teachers' Association representation on this committee.

The parties will cooperate to facilitate any required corrective measures as provided for by the Act.

**ARTICLE L24 FIFTH DISEASE**

**L24.01**The Protocol for Schools Dealing with Pregnant Employees – Fifth Disease, as established October 20, 2003 and as amended from time to time shall apply to Long Term Occasional teachers.

**ARTICLE L25 VIOLENT INCIDENTS INVOLVING OCCASIONAL TEACHERS L25.01**The parties recognize the Board's Safe Schools Policy and Procedures.

**L25.02**Where incidents of aggression or violence involve Occasional Teachers, the Local President and the Superintendent of Instruction, or designate, shall meet to address the matters.

**ARTICLE L26 FIRST DUTY**

**L26.01**The parties agree to refer to the Consultation Committee established under this Collective Agreement the issue of Occasional Teachers being assigned yard duty prior to the commencement of class on the morning of an assignment, or prior to the commencement of the afternoon class on the first day if it is a half-day afternoon assignment.

**ARTICLE L27 STRIKE BY OTHER BOARD EMPLOYEES**

**L27.01**In the event of a strike by other employees of the Board, the parties agree that:

(i) Members of OCEOTA are bound to honour the terms and conditions of employment subject to the Education Act, Labour Relations Act and

Regulations:

(ii) The board shall notify the President of OCEOTA when a situation is evident to discuss issues related to members of OCEOTA;

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(iii) OCEOTA members shall be represented on a consultative committee established under the Collective Agreement between the Board and OC ETFO, Article

L38.01(c).

In the event the above-noted committee is not convened, the President of

OCEOTA and the Superintendent of Human Resources shall meet to address issues of health, safety and duties of OCEOTA members during a strike.

**ARTICLE L28 ACCESSIBLITY OF COLLECTIVE AGREEMENT**

**L28.01**The Employer shall ensure that this Agreement will be available electronically. Where either party requires printed copies of the collective agreement, they shall be responsible for the costs and distribution of such copies.

**ARTICLE L29 GENERAL**

**L29.01**(a) When an Occasional Teacher is called for an assignment, the teacher shall be given information on the nature of the assignment including:

• Teacher and grade, where applicable,

• Grade(s), where applicable,

• gym,

• first duty,

• field trips,

• the presence of Fifth Disease in the school, where applicable.

The provision of such information does not restrict the right of the Principal to reassign the Occasional Teacher subject to unexpected circumstances arising at the school.

Reasonable Access

(b) The school Principal shall ensure that an Occasional Teacher has reasonable access to classrooms and/or keys, records such as daybook and seating plans, courses of study, texts, files, supplies, equipment, and all other requirements necessary to perform the duties assigned.

(c) The school Principal shall ensure that an Occasional Teacher has reasonable access to Board and/or school administrative procedures/routines.

(d) Serious medical and behavioural information shall be accessible to the Occasional Teacher.

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(e) Adequate support from the school administration in providing supervision and maintaining discipline shall be provided.

**L29.02** Professional Development Days

(a) A Long Term Occasional Teacher who is employed during a period when there is a professional activity day will be paid for the day and will be required to

participate in the scheduled professional activity sessions. A professional

activity day shall not interrupt a long term occasional teaching assignment.

(b) A Long Term Occasional Teacher is required to attend the professional development day which is normally held on the last day of school.

(c) With the approval of the organizer of the program, an Occasional Teacher may attend, without pay, scheduled professional development days arranged by the Board.

**L29.03**Lunch Period

An Occasional Teacher shall receive a forty (40) minute uninterrupted lunch period. **L29.04** Mileage

Where an Occasional Teacher replaces an itinerant teacher, the Occasional Teacher will be paid mileage/kilometre rate for travel according to Board Policy.

**L29.05**Timetable

(a) The timetable for an Occasional Teacher shall be the same as the timetable of the teacher(s) being replaced.

(b) Occasional teachers may be employed to replace a series of teachers who are not absent but who are involved in other professional activities (e.g. coverage for IPRC meetings, divisional meetings). In such circumstances, the Occasional Teacher will be informed in advance of the nature of the assignment and the timetable for this day will be as directed by the Principal.

**L29.06**Bulletin Board

The Employer will provide bulletin board space in each elementary school for posting notices.

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