



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 2019 TO 31 AUGUST 2022

Please contact the following for any specific information you may require concerning this Collective Agreement:

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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) (each being a “Central Party”).

- C2.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.
- C2.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

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

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.

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

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

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

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

- a) All funding in c) and d) shall be subject to the following conditions:
 - i. No enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement that exceeds 1% of total benefits costs. For clarity, the total value of all Plan enhancements made up to August 31, 2022 shall not exceed 1% of the annual ETFO Teachers' Benefits Plan costs for the year in which the enhancement is made. The ETFO ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases at the ELHT's expense, should the parties request it.

- ii. Should Plan enhancements of greater than 1% of total benefits costs be made, funding outlined in c) shall be reversed for that year beginning in the month that the Plan enhancement was made, and ETFO shall no longer be eligible for a payment under d) for the duration of the term of the collective agreement.
 - iii. Should these Plan enhancements be reversed, funding shall be reinstated at the levels outlined in c) beginning in the month that the plan enhancement was reversed. However, the eligibility for a payment under d) shall not be reinstated.
- b) Funding amounts for benefits maintenance or improvements:
 - i. September 1, 2019: 1%
 - ii. September 1, 2020: 1%
 - iii. September 1, 2021: 1%
- c) In addition to b) funding amounts for inflation:
 - i. September 1, 2019: 3%
 - ii. September 1, 2020: 3%
 - iii. September 1, 2021: 3%
- d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the ETFO Teachers' Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the Employer contributions for the ETFO Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.

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

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

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each

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

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

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

d) Eligibility and Allocation

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

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

previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.

- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

- i. Teachers accessing STLDLP 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 STLDLP.
- 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 STLDLP.
- v. When Teachers use any part of an STLDLP day they may access their top up bank to top up their salary to one hundred percent (100%).

f) Sick Leave and STLDLP 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 STLDLP allocation pro-rated. Teachers eligible to

access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

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

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

C9.00 DIAGNOSTIC ASSESSMENT

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

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

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

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

Re: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

Re: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

Re: Class Size Data

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

Re: Support for Students Committee

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

Therefore, a provincial committee, with representatives comprised of:

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

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

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

Historical Appendix of Central Terms – For Reference Only

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 Employer representatives. The Board of Trustees will include among its members two independent experts, one representing the Employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the Employer representatives will be responsible for the appointment and termination of the Employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2 The appointed independent experts will:
 - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the School Boards and the Government;
 - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 All voting requires a simple majority to carry.

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

- 4.1.1 Each Board shall pay an amount equal to 1/12th 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 remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for Occasional Teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
 - ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for Teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.
- 4.1.5 The Trust shall determine employee co-pay, if any.
- 4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current Employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-up Costs

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

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

- a) If available, the paid premiums or contributions or claims costs of each group; or
- b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

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

5.3.0 Accountability

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

- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

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

9.0.0 ERRORS and OMISSIONS

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

10.0.0 CLAIMS SUPPORT

- 10.1.0 Each Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 10.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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

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

2019-2022 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.
- (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 Daily 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 Roster means a roster 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 (OCT) or its equivalent and who is a member of the Ontario College of Teachers. All Occasional Teachers on the roster must be OCT certified.

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.

L3.08 Seniority will be based on the first day worked as an Occasional Teacher after being approved to the OCDSB Occasional Teacher Roster.

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 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 daily 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 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 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.

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 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.

OCEOTA will be permitted to release up to three (3) part time elementary contract teachers represented by the Ottawa Carleton Elementary Teachers' Federation of Ontario to participate in bargaining. If these part time elementary contract teachers are also requested to be released to prepare for bargaining then they can be released in accordance with Article L17.04 (b).

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 ROSTER

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

L10.02 (a) For each Bargaining Unit Occasional Teacher whose name is entered on the Occasional Teacher Roster, 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 Roster 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.

L10.04 Annual Requirements to Remain on Occasional Teacher Roster

- (a) An Occasional Teacher will be removed from the roster if the Occasional Teacher has not worked twenty (20) assignments per year from September 1 to June 1.
- (b) Purging requirements for Occasional Teachers hired within the school year will be prorated.

Part-time contract teachers or OCEOTA members otherwise employed by the Board 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 roster, shall be notified in writing **via email** that they have been removed from the roster. Reapplication to the roster 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 roster. The Local shall be notified of deletions to the Roster 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.

ARTICLE L11 AMENDING THE OCCASIONAL TEACHER ROSTER

- 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 roster. Any request by an Occasional Teacher to update information must be submitted in writing and supported by the appropriate documentation.
- (b) The Occasional Teacher Roster 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).

L11.02Impact 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.

All leave extension requests are subject to the approval of the Employer and will be limited to one (1) additional extension request with the following exceptions:

- i. Up to two (2) one (1) year extensions may be granted upon request of military spouses whose partner is redeployed; and
- ii. Up to two (2) one (1) year extensions may be granted upon request for Pregnancy, Parental and Adoption Leave.

Leave without pay request for a full school year must be submitted to the Human Resources Department no later than November 30 for the year the leave is being requested.

L11.03 An Occasional Teacher's name shall be removed from the Occasional Teacher Roster 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 daily or Long Term Occasional Teacher.

Occasional Teachers having completed their probationary period within the Bargaining Unit and is rehired for the Occasional Teacher Roster 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 their name removed from the roster without just and sufficient cause.

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 their 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 Human Resources Department.

- (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 their QECO Statement of Evaluation to the Human Resources Officer (Academic) for a change in category placement shall receive the adjustment as follows:

- (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 their 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 their 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.

Effective September 1, 2022 part-time or full-time teaching experience as indicated in Article L14.03 (a) will include both contract and long term occasional teaching experience.

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 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.
- (d) Daily Occasional Teaching (OT) Experience: Effective September 1, 2021, teachers shall be credited with daily OT experience with the OCDSB (acquired after September 1, 2021) of 0.1 credit for every 36 FTE days worked. The maximum credit that a teacher can acquire will be 0.5 per school year. Daily OT experience credit will be up to a maximum of five (5) years. Credit shall be recorded each August 31.

L14.04 Daily Occasional Teachers

- (a) With Degree - Daily Occasional Teachers who hold an approved university degree and have an Ontario Teaching Certificate or its equivalent shall be paid a daily rate as set out below for each day worked:

Effective 1 September 2019	\$229.30
Effective 1 September 2020	\$231.59
Effective 1 September 2021	\$233.91

- (b) Without Degree - Daily Occasional Teachers who have an Ontario Teaching Certificate or its equivalent and 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 2019	\$206.37
Effective 1 September 2020	\$208.43
Effective 1 September 2021	\$210.51

Long Term Occasional Grid

Effective 1 September 2019, the following salary schedule shall apply to all Long Term Occasional Teachers:

Years of Experience

	A	A1	A2	A3	A4
0	\$48,876	\$51,769	\$53,628	\$57,037	\$58,979
1	\$51,987	\$54,861	\$57,007	\$60,769	\$63,120
2	\$55,091	\$57,956	\$60,383	\$64,492	\$67,249
3	\$58,241	\$61,046	\$63,757	\$68,223	\$71,386
4	\$61,388	\$64,143	\$67,146	\$71,958	\$75,523
5	\$64,523	\$67,236	\$70,522	\$75,680	\$79,655
6	\$67,673	\$70,330	\$73,902	\$79,411	\$83,796
7	\$71,310	\$73,423	\$77,281	\$83,148	\$87,929
8	\$73,957	\$76,523	\$80,660	\$86,878	\$92,064
9	\$74,270	\$79,619	\$84,036	\$90,604	\$96,204
10	\$77,216	\$82,713	\$87,420	\$94,332	\$100,971
Ultimate A	\$82,713				

Effective 1 September 2020, the following salary schedule shall apply to all Long Term Occasional Teachers:

Years of Experience

	A	A1	A2	A3	A4
0	\$49,365	\$52,287	\$54,164	\$57,607	\$59,569
1	\$52,507	\$55,410	\$57,577	\$61,377	\$63,751
2	\$55,642	\$58,536	\$60,987	\$65,137	\$67,921
3	\$58,823	\$61,656	\$64,395	\$68,905	\$72,100
4	\$62,002	\$64,784	\$67,817	\$72,678	\$76,278
5	\$65,168	\$67,908	\$71,227	\$76,437	\$80,452
6	\$68,350	\$71,033	\$74,641	\$80,205	\$84,634
7	\$72,023	\$74,157	\$78,054	\$83,979	\$88,808
8	\$74,697	\$77,288	\$81,467	\$87,747	\$92,985
9	\$75,013	\$80,415	\$84,876	\$91,510	\$97,166
10	\$77,988	\$83,540	\$88,294	\$95,275	\$101,981
Ultimate A	\$83,540				

Effective 1 September 2021, the following salary schedule shall apply to all Long Term Occasional Teachers:

Years of Experience

	A	A1	A2	A3	A4
0	\$49,859	\$52,810	\$54,706	\$58,183	\$60,165
1	\$53,032	\$55,964	\$58,153	\$61,991	\$64,389
2	\$56,198	\$59,121	\$61,597	\$65,788	\$68,600
3	\$59,411	\$62,273	\$65,039	\$69,594	\$72,821
4	\$62,622	\$65,432	\$68,495	\$73,405	\$77,041
5	\$65,820	\$68,587	\$71,939	\$77,201	\$81,257
6	\$69,034	\$71,743	\$75,387	\$81,007	\$85,480
7	\$72,743	\$74,899	\$78,835	\$84,819	\$89,696
8	\$75,444	\$78,061	\$82,282	\$88,624	\$93,915
9	\$75,763	\$81,219	\$85,725	\$92,425	\$98,138
10	\$78,768	\$84,375	\$89,177	\$96,228	\$103,001
Ultimate A	\$84,375				

L14.05 Each amount paid to a daily 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.

- (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 0.5 of the daily rate for all assignments of 0.5 or greater and paid for the full assignment if less than 0.5. Employees will be assigned professional duties by the Principal or designate to be performed during their assignment. If two teachers report for work for the same assignment, the teacher with the job confirmation number will be given the assignment. The other teacher will be paid in accordance with above.
- (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
- (e) *In the event of an assignment still being unfilled prior to the start time on the day of the assignment, an OT can contact the school to indicate that they may be late, or as per (d) above, but are willing to accept the assignment if needed.*

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 fifteen (15) 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 *See Article C5.00 Benefits of the Central Agreement for provisions on benefits.*

ARTICLE L17 LEAVES

L17.01 Compassionate Leave and Personal Leave

- (a) A Long Term Occasional Teacher shall be entitled to up to three (3) days of compassionate leave or personal leave with pay in each school year. For clarity, the amount of leave available in L17.01 (a) is a total of three (3) paid days in each school year. The compassionate leave will be used for serious illness or death in the family other than as specified in (b).
- (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 they are not a party or one of the persons charged, shall be paid the difference between normal earnings and the fees they receive as a juror or as a witness.

L17.03 Sick Leave

See Article ***C6.00 Sick Leave*** 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 Daily 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.

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 their duties.

- (b) Daily 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 their 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 Roster or individuals who have provided the appropriate documentation to be included on the Occasional Teacher Roster.

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.

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 their right to have a representative of the Union at the meeting. The Occasional Teacher shall be allowed a minimum of forty-eight (48) 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 Roster, such termination and/or removal from the roster 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.
- (b) If a teacher disputes the accuracy or completeness of any information in their 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 their 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 their 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 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 ten (10) 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.
- (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.

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;
- (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 ACCESSIBILITY 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,
- outdoor activities/instruction.

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, buildings 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.
- (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 grade levels. The timetable for this day will be as directed by the Principal. No supervision duties or preparation time shall be assigned.

L29.06 Bulletin Board

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

L29.07 Medical Procedures

- a) No Teacher shall be required to administer medication or carry out medical procedures.
- b) No Teacher shall be required to carry out a pediculosis examination.
- c) Notwithstanding the above, Teachers shall be expected to take appropriate action(s) which may include the administration of medication in an emergency situation.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THIS DAY OF , 2022 IN THE CITY OF OTTAWA.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

Lynn Scott
Chair of the Board

Pat Dixon
President, OCEOTA

Camille Williams-Taylor
Director of Education/Secretary of the Board

David Wildman
Chief Negotiating Officer

Richard Sinclair

Manager of Legal Services & Labour
Relations

Jamieson Dyer
Member, Collective Bargaining
Committee

Barry Scott
Labour Relations Officer

Rachel Andrusek
Member, Collective Bargaining
Committee

Member, Collective Bargaining
Committee

Christine Marleau
Human Resources Officer

Michelle Leonard
Collective Bargaining Staff Officer, ETFO

Callie McPherson
Human Resources Officer

Lisa Mastrobuono
Deputy General Secretary, ETFO

Cheryl Sevigny
Principal

Denise St. Jules
Vice-Principal

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

JOINT COMMITTEE RE: CALL OUT PROCESS

1. The parties agree to establish a joint committee to review the effectiveness of the current call out process.
2. The committee shall include up to three (3) representatives from the Local and up to three (3) representatives from the Employer. Either party may invite additional resources as required. The Employer will provide release time for two (2) OCEOTA members.
3. The committee shall meet once annually. One additional meeting may be scheduled by mutual agreement by the parties.
4. Meetings of the committee shall be scheduled to commence within thirty (30) days of the ratification of the tentative agreement.

Renewal signed in the City of Ottawa this day of , 2022.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

Chair of the Board

President, OCEOTA

Director of Education/Secretary of the Board

Negotiator

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

DESIGNATED OCCASIONAL TEACHER

The parties recognize that the designated occasional teacher (DOT) position may be discontinued at the discretion of the Employer.

The parties further agree to meet once annually to review and discuss the DOT position as established by the Employer. This meeting will occur prior to May 1 of the preceding school year. Up to two (2) members from OCEOTA and two (2) members of the Employer can attend the meeting. One additional meeting may be scheduled by mutual agreement by the parties.

Signed in the City of Ottawa this day of , 2022.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

Chair of the Board

President, OCEOTA

Director of Education/Secretary of the Board

Negotiator

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

PAY FOR ASSIGNMENTS

Pursuant to Article L14, the Employer shall endeavour to ensure that Occasional Teachers are paid for all assignments worked by the second pay in July.

Related concerns will be raised through the Consultation Committee.

Renewal signed in the City of Ottawa this day of , 2022.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

Chair of the Board

President, OCEOTA

Director of Education/Secretary of the Board

Negotiator

LETTER OF UNDERSTANDING

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THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

EI HOURS

Effective September 1, 2009, it is understood and agreed by the parties that subject to Human Resources and Skills Development Canada Federal Department (HRSD) rules, the daily hours of work for a full day assignment for EI reporting purposes, shall be recognized as 8.

Renewal signed in the City of Ottawa this day of , 2022.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

Chair of the Board

President, OCEOTA

Director of Education/Secretary of the Board

Negotiator

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

MEMBER DATA

In addition to the data provided to the Union under Article L4, the OCDSB shall provide access to an electronic self-service report to a representative of the Union. The Employer will endeavour to provide the following fields to the Union:

Employees' name, address, Board email, the Ministry Identification Number (MIDENT) for LTOs only, OCT Number, salary, Departure Code (Active/Terminate/Retired), FTE status for LTOs only, Position for LTOs only, Member Leave Status (Reason Code), salary for the period, the amounts deducted (dues and levy), phone number, location for LTOs only, location number for LTOs only, and step for LTOs only.

The Parties recognize that at this time some of the categories may not be provided due to the limitations on drawing this information from the Employer's employee and payroll information database.

The report will be available to a representative of the union within 60 days of the ratification of the local collective agreement.

Signed in the City of Ottawa this day of , 2022.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

Chair of the Board

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THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

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OCCASIONAL TEACHERS' ASSOCIATION

PROFESSIONAL DEVELOPMENT FUND

The Employer agrees to provide the bargaining unit with an amount of \$10,000.00 annually to be used for professional development opportunities for members of the Bargaining Unit.

The Bargaining Unit will provide an annual written report and account to the Employer as to the use of these funds not later than 30 June of each year. Any funds that remain unused at the end of the school year shall be returned to the Employer.

If all conditions as outlined above are met, the Employer by October 31 of each year, will issue a cheque in this amount to the Bargaining Unit.

Renewal signed in the City of Ottawa this day of , 2022.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

Chair of the Board

President, OCEOTA

Director of Education/Secretary of the Board

Negotiator

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

STAFFING PROCESS

The parties agree to meet once annually to review and discuss the LTO/Contract Teacher staffing process as established by the Employer. Up to two (2) members from OCEOTA and two (2) members of the Employer can attend the meeting. One additional meeting may be scheduled by mutual agreement by the parties. The initial meeting will be scheduled by April 1 of each year.

Signed in the City of Ottawa this day of , 2022.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

Chair of the Board

President, OCEOTA

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LETTER OF UNDERSTANDING

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THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

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THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

MINIMUM DAILY ASSIGNMENT

The Employer will operate a pilot project during the 2022-2023 school year regarding posting daily OT assignments of not less than 0.50 per day. The purpose of the pilot project is to determine whether it has a positive impact on filling daily OT assignments.

The parties agree to create a joint committee to discuss the implementation of this pilot project. The committee will meet within 30 days of the ratification of this agreement.

During the course of the pilot project the parties agree that the school administration team will assign the OT professional duties for any part of the assignment that is over and above what is required to replace the absent teacher. The additional professional duties may include a duty adjacent to or within the position, or as a result of an unfilled absence, the repayment of preparation time to other teachers, support to another class or group of students, etc.

The parties recognize that there may be situations whereby assignments can be posted in less than 0.50 increments, for example to allow a part time LTO or teacher, whose FTE status is greater than 0.50 but less than 1.0, to accept partial assignments. Situations like this will be discussed by the committee.

The parties shall meet up to three (3) times during the 2021-2022 school year, unless mutually agreed otherwise, to discuss the implementation of the pilot project and will meet up to three (3) times during the pilot project to make any necessary adjustments and review its effectiveness. Up to two (2) members from OCEOTA and two (2) members of the Employer may attend the meeting.

Signed in the City of Ottawa this day of , 2022.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

Chair of the Board

President, OCEOTA

Director of Education/Secretary of the Board

Negotiator

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