

COLLECTIVE AGREEMENT

Between

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST
(hereinafter referred to as “The Employer”)

AND

ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO
ONTARIO NORTH EAST OCCASIONAL LOCAL
REPRESENTING – ELEMENTARY SCHOOL OCCASIONAL TEACHERS
(hereinafter referred to as “The Teachers”)

for the period

September 1, 2022 to August 31, 2026

CONSISTING OF

PART A – TERMS NEGOTIATED CENTRALLY (C)

AND

PART B – TERMS NEGOTIATED LOCALLY (L)

TABLE OF CONTENTS

ETFO TEACHERS – PART A: CENTRAL TERMS

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

C6.00	SICK LEAVE	11
C6.1	Sick Leave/Short Term Leave and Disability Plan	11
C7.00	CENTRAL LABOUR RELATIONS COMMITTEE	14
C8.00	MINISTRY/SCHOOL BOARD INITIATIVES	14
C9.00	DIAGNOSTIC ASSESSMENT	15
C10.00	STATUTORY LEAVES OF ABSENCE/SEB	16
C10.1	Family Medical Leave or Critical Illness Leave	16
C10.2	Pregnancy Leave	17
C11.00	CLASS SIZE/STAFFING LEVELS	18
APPENDIX A – RETIREMENT GRATUITIES.....		19
A.	Sick Leave Credit-Based Retirement Gratuities	19
B.	Other Retirement Gratuities	19
LETTER OF AGREEMENT #1 RE: Sick Leave		20
LETTER OF AGREEMENT #2 RE : Task Force on the Utilization of Sick Leave		21
LETTER OF AGREEMENT #3 RE : Violence Prevention Health and Safety Training.....		22
LETTER OF AGREEMENT #4 RE : Professional Activity (PA) Days		23
LETTER OF AGREEMENT #5 RE : Occasional Teacher Ability to Lock the Classroom Door.....		24
LETTER OF AGREEMENT #6 RE : Employment Insurance (EI) Rebate		25
LETTER OF AGREEMENT #7 RE : Status Quo Central Items		26
LETTER OF AGREEMENT #8 RE : Individual Education Plans.....		27
LETTER OF AGREEMENT #9 RE : Support for Students Committee		28
LETTER OF AGREEMENT #10 RE : Provincial Working Group - Health and Safety		29
LETTER OF AGREEMENT #11 RE : Violent Incident Debriefing Training.....		30
LETTER OF AGREEMENT #12 RE : Violence Prevention in School Boards		31
LETTER OF AGREEMENT #13 RE : Integration of Students		32
LETTER OF AGREEMENT #14 RE : Hybrid Instruction.....		33
LETTER OF AGREEMENT #15 RE : Hiring Practices.....		34
LETTER OF AGREEMENT #16 RE : Safe Teaching and Learning Environments.....		35

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

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

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

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

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

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

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

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

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

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

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

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

C9.00 DIAGNOSTIC ASSESSMENT

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

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

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

C10.2 Pregnancy Leave

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Individual Education Plans

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

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

A provincial committee will be established with representatives comprised of:

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

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

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

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

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

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

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

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

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

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

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

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

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

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

ETFO Occasional Teachers PART B – Terms Negotiated Locally

Table of Contents

ARTICLE 1 - PURPOSE	4
ARTICLE 2 - RECOGNITION AND SCOPE.....	4
ARTICLE 3 - DEFINITIONS	4
ARTICLE 4 - UNION DUES AND ASSESSMENTS	5
ARTICLE 5 - RIGHTS AND RESPONSIBILITIES	5
5.01 No Discrimination	5
5.02 Statutory Responsibilities	5
5.03 No Penalty.....	6
5.04 Evaluations.....	6
5.06 Just Cause	6
ARTICLE 6 - ACCESS TO INFORMATION	7
ARTICLE 7 - MANAGEMENT RIGHTS.....	8
ARTICLE 8 - COLLECTIVE AGREEMENT COPIES.....	8
ARTICLE 9 - GRIEVANCE / ARBITRATION PROCEDURES.....	8
9.01 Definition of Grievance	8
9.03 Complaint Stage.....	8
9.04 Grievance Procedure – Individual	8
9.09 Policy Grievance	9
9.10 Grievance Mediation	9
9.11 Arbitration.....	9
9.12 Powers of the Board of Arbitration.....	10
ARTICLE 10 - STRIKES AND LOCKOUTS	11
ARTICLE 11 - SALARY	11
ARTICLE 12 - EMPLOYEE BENEFITS.....	14
ARTICLE 13 - OCCASIONAL TEACHER LIST	14
ARTICLE 14 - CALLING OF OCCASIONAL TEACHERS.....	15
ARTICLE 15 - JOB VACANCIES	15

ARTICLE 16 - SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS	15
ARTICLE 17 - PAID LEAVES.....	15
17.01 Bereavement Leave	15
17.02 Pregnancy/Parental/Adoption Leave	16
17.03 Court Appearances	16
17.04 Examination and Graduation.....	16
17.05 Federation Leave	16
ARTICLE 18 - UNPAID LEAVE DAYS	17
ARTICLE 19 - WORKING CONDITIONS	17
ARTICLE 20 - PROFESSIONAL ACTIVITY DAYS	18
ARTICLE 21 - BOARD-UNION RELATIONS	18
ARTICLE 22 - DURATION AND RENEWAL	19
ARTICLE 23 - MEDICAL PROCEDURE	19
ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY	19
ARTICLE 25 - HARASSMENT	19
APPENDIX A: Teacher Salary Grids and Daily & Hourly OT Rates.....	20
SIGNATURE PAGE	24

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to the Agreement to maintain harmonious relationships between the Board and the Union with respect to the Elementary Occasional Teachers in elementary schools covered by this Agreement.
- 1.02 It is the intent of the parties and the purpose of this Collective Agreement to set forth the terms and conditions of employment and to provide a process for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- 1.03 This Collective Agreement shall apply to all Occasional Teachers who are employed by the District School Board Ontario North East in its elementary schools.
- 1.04 Amendments, deletions or additions to this Collective Agreement defined herein shall be in writing and be made only by mutual consent of the parties to this Agreement.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The employer recognizes the Elementary Teachers' Federation of Ontario as the bargaining agent for all Occasional Teachers employed by the employer in its elementary schools.
- 2.02 The Union will inform the Board on June 1 of each year who is authorized to act on behalf of the Union.

ARTICLE 3 - DEFINITIONS

- 3.01 Occasional Teachers shall mean an Occasional Teacher as defined in *The Education Act* (Section 1.1) and meeting the definition of "A teacher" as defined in *The Teaching Profession Act* (Section 1).
- 3.02 Long Term Occasional Teacher shall mean a teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same teacher.
- 3.03 Casual Occasional Teacher shall mean an Occasional Teacher who is not a Long Term Occasional Teacher.
- 3.04 Occasional Teacher Roster means a list of all teachers qualified to teach in Ontario, and in good standing with the Ontario College of Teachers, who have been accepted by the Board to teach as Occasional Teachers in the elementary panel.

- 3.05 Day shall mean teaching day.
- 3.06 Except as specifically provided herein, the words and phrases used in this agreement shall be ascribed the meaning provided for in *The Education Act*, as amended from time to time, and the Regulations thereto and shall be interpreted consistently with the provisions of the said Statutes and Regulations.
- 3.07 Long Term Occasional List means the list of all Occasional Teachers from the Roster who have been accepted to the Long Term Occasional List in accordance with Regulation 274.

ARTICLE 4 - UNION DUES AND ASSESSMENTS

- 4.01 The Board shall deduct, for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the Union by the 15th day of the following month of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.
- 4.02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, and dues deducted, and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form.
- 4.03 Should the Union institute a Local levy for members, the Board agrees to process such a levy. The Union agrees to provide no less than 60 calendar days' notice of such a change.
- 4.04 The Union shall indemnify and save the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union.

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES

5.01 No Discrimination

The Board and the Union shall carry out their responsibilities under this Collective Agreement with mutual respect in a manner that is fair, reasonable, equitable, non-discriminatory and consistent.

5.02 Statutory Responsibilities

The Employer and the Bargaining Unit agree to abide by the [Education Act](#), the [Employment Standards Act](#), the [Ontario Human Rights Code](#), the [Occupational Health and Safety Act](#), and any other prevailing statutes governing education and employment in Ontario, and all regulations thereunder.

5.03 **No Penalty**

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

5.04 **Evaluations**

Only Supervisory Officers, Principals and Vice-Principals shall conduct an Occasional Teacher's performance appraisal.

5.05

- a) Long Term Occasional Teachers shall be evaluated according to the current Occasional Teacher Evaluation policies and procedures 1.2.9, located on District School Board Ontario North East's website.
- b) Casual Occasional Teachers shall be evaluated according to the Board policies and procedures upon request of the Casual Occasional Teacher or the decision of the Principal. It is understood that the evaluation will take place at a date and time convenient to the Principal and the Occasional Teacher.

5.06 **Just Cause**

- a) When an investigation is initiated, the Superintendent of Education with the Human Resources portfolio or their designate will inform the Occasional Teacher of the investigation and any impact on their employment status.
- b) No Occasional Teacher shall be disciplined or discharged without just and sufficient cause and such cause shall be communicated in writing by the Superintendent of Education with the Human Resources portfolio or their designate within five (5) days from the time the Occasional Teacher is informed of any action.
- c) Prior to the imposition of any such actions, there shall be a meeting held between the Occasional Teacher and a Board representative to discuss the matter. The Union shall be made aware of such meeting. The Occasional Teacher shall have the right to have a representative of the Union present and shall be informed of the purpose of the meeting. Notwithstanding the above, there is a probationary period of 20 days worked. During this probationary period, the Board may terminate the assignment for reasons satisfactory to the Board.
- d) If, after two (2) weeks from the date the teacher was removed from the replacement call out system, the investigation has not been completed and it can be demonstrated that it is 'by fault of the Board', the teacher will be paid a weekly amount equal to their average weekly earnings as an Occasional Teacher for the current school year. This payment will commence two weeks after the employee's employment status was changed and will cease upon completion of the investigation. If it can be demonstrated that the delay was caused by another agency/organization, the employee will not receive any remuneration.

ARTICLE 6 - ACCESS TO INFORMATION

- 6.01 The Board and the Union agree to abide by the provisions of the *Freedom of Information and Protection of Privacy Act* and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.
- 6.02 Upon prior written request to Human Resources, an employee will be provided with a copy of their personnel file. The file will be copied and the employee will pick up the file at the Board Office (Schumacher or New Liskeard), with a signature upon pickup.
- 6.03 Upon written request of the Occasional Teacher to the Superintendent of Education with the Human Resources portfolio, documents contained in the Occasional Teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file three (3) years after the date of issue, unless further similar disciplinary action has occurred in that period.
- 6.03.1 Notwithstanding (article 6.03 above), disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in an Occasional Teacher's file.
- 6.04 Occasional Teachers shall receive copies of any disciplinary materials placed in their personnel files within three (3) school days of the material being filed.
- 6.05 The signature of an Occasional Teacher on any document 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.
- 6.06 If an Occasional Teacher disputes the accuracy or completeness of information in their personnel file the Board shall, within fifteen (15) days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Occasional Teacher in writing of its decision, including reasons for that decision. Where the Board amends such information per the above, the Board shall notify all persons who received a report based on the inaccurate information.
- 6.07 The Board shall maintain all medical information as per policy and procedure 1.2.25 Confidentiality of Medical Records.
- 6.08 An email copy of the Occasional Teacher Roster shall be sent to the Union by September 30 of each year.
- The Board will provide the Occasional Teacher Local President or designate an updated OT Roster that includes the following contact information: name, emails, and phone number. Lists will be provided two (2) times per year.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The right to manage and conduct the business of the Employer is vested exclusively with the Employer and its administration.

ARTICLE 8 - COLLECTIVE AGREEMENT COPIES

- 8.01 The Board shall ensure that a current copy of the Collective Agreement is accessible on the Board's website at www.dsb1.ca.

ARTICLE 9 - GRIEVANCE / ARBITRATION PROCEDURES

9.01 Definition of Grievance

Grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

- 9.02 An Occasional Teacher shall have the right to be represented by the bargaining agent during any stage of the grievance/arbitration procedure.

9.03 Complaint Stage

The Union may, within twenty (20) days of the Occasional Teacher becoming reasonably aware of the occurrence giving rise to the grievance, initiate a complaint citing the relevant Collective Agreement article, with the Principal or immediate supervisor who shall answer the complaint in writing within five (5) days after receipt of the complaint.

9.04 Grievance Procedure – Individual

In the case of a grievance by the Union on behalf of one of its Occasional Teachers, the following steps shall be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

9.05 Step 1

If the reply of the Principal or immediate supervisor of the grievor at the Complaint Stage is not acceptable to the Union, the Union shall initiate a written grievance within twenty (20) days to the Superintendent of Education with the Human Resources portfolio or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

A copy of the written grievance shall be sent to the Director of Education or designate.

The written grievance shall contain:

- a description of how the alleged dispute is in violation of the agreement; and
- the articles in the agreement alleged to be violated; and
- the remedy sought; and
- the signature of the duly authorized official of the Union.

9.06 **Step 2**

If the reply of the Superintendent of Education with the Human Resources portfolio or designate is unacceptable to the Bargaining Unit, it shall, within ten (10) days of the receipt of the reply, so notify the Director of Education or designate. Within five (5) school days of receipt of the grievance, a meeting will be held with the Director of Education or designate. The Director of Education shall answer the grievance in writing within five (5) days.

9.07 **Step 3**

If the reply of the Director of Education or designate is unacceptable to the Union, it shall then apply for arbitration within ten (10) days of the receipt of the reply.

9.08 Where an Occasional Teacher has received a termination notice, the Union may file a grievance at Step 3 within ten (10) school days of written notice of termination.

9.09 **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.

9.10 **Grievance Mediation**

- (1) At any stage in the grievance procedure, the parties, by mutual consent, in writing, may elect to resolve the grievance by requesting the appointment of a Settlement Officer, in accordance with Section 48.5 of the *Ontario Labour Relations Act*, 1995.
- (2) The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to request a Settlement Officer.
- (3) Upon written notification of either party to the other party indicating that the Party no longer agrees to the use of a Settlement Officer, the timelines in the grievance shall continue from the point at which they were frozen.

9.11 **Arbitration**

The Party desiring arbitration shall notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) working days, inform the other Party either that it accepts the other Party's appointee as a single Arbitrator or inform the other Party of the name of its appointees as a single Arbitrator or inform the other Party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two (2)

appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Minister of Labour upon the request of either Party.

9.12 Powers of the Board of Arbitration

In the event of a request by either party for expedited arbitration to the Ontario Labour Relations Board, the arbitration meeting shall occur according to the procedures defined in the *Ontario Labour Relations Act*.

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

- (1) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time where, in its discretion, considers it proper to do so;
- (2) to grant such interim order, including interim relief, as the arbitrator or arbitration board considers proper, including interim reinstatement; and
- (3) to enforce a written settlement of a grievance.

9.13 There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this Agreement.

9.14 The grievor(s), Union representative(s) or witnesses shall be released without reduction in salary, allowances, benefits, increment, experience, or cumulative sick leave credits. Hearings shall be scheduled at a convenient time for all Parties.

9.15 The Union shall pay for the cost of any Occasional Teacher replacement(s) if necessary.

9.16 Each Party shall bear the fee and/or expense of its appointee to the arbitration board and any fees and/or expenses of the chairperson shall be borne equally by the Parties.

9.17 Each Party shall bear its own expenses respecting appearances at hearings of the arbitration board. The Union shall pay for the cost of any Occasional Teacher replacement(s) if necessary.

9.18 Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

9.19 Time restrictions may be extended, if mutually agreed, in writing. Failure of one party to comply with the time limits or any agreed upon extension shall result in the grievance proceeding to the next step.

- 9.20 The time limits stipulated in 9.04 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such grievance may be initiated at any time up until and including August 31 during the current school year.
- 9.21 No person may be appointed as an Arbitrator or member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 9.22 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

ARTICLE 10 - STRIKES AND LOCKOUTS

- 10.01 The Union and the Board agree that there will be no strikes or lockouts during the term of this agreement. Notwithstanding the foregoing, Occasional Teachers may strike and the Employer may lock out Occasional Teachers in accordance with the provisions of the *Ontario Labour Relations Act*.
- 10.02 No Occasional Teacher shall be requested or required to perform the duties of any other Occasional Teacher or Board employee who is engaged in a strike.
- 10.03 Amendments, deletions, or additions to this Collective Agreement defined herein shall be in writing and be made only by mutual consent of the Parties to this Agreement.

ARTICLE 11 - SALARY

- 11.01 The Board shall pay rates of remuneration in accordance with the following:
(Also see Appendix A: Teacher Salary Grids and Daily & Hourly Occasional Teacher Rates)

(a) Casual Occasional Teacher:

An Occasional Teacher, employed as a Casual Occasional Teacher, qualified to teach in the elementary schools in Ontario according to the Ontario Statutes, shall be paid a per diem rate as follows:

August 29, 2022 - 1/212.56 of Category A1 Year 0 plus vacation pay (includes statutory holiday pay) = \$260.00 + vacation pay per the *Employment Standards Act*

August 28, 2023 - 1/212.56 of Category A1 Year 0 plus vacation pay (includes statutory holiday pay) = \$267.80 + vacation pay per the *Employment Standards Act*

August 28, 2024 - 1/212.56 of Category A1 Year 0 plus vacation pay (includes statutory holiday pay) = \$275.17 + vacation pay per the *Employment Standards Act*

Effective 2025-26 - 1/212.56 of Category A1 Year 0 plus vacation pay (includes statutory holiday pay) = \$282.05 + vacation pay per the *Employment Standards Act*

(b) Long Term Occasional Teacher

A Long Term Occasional Teacher shall be placed on the Ontario North East elementary salary grid in accordance with the recognized teaching experience and category placement effective on the tenth (10th) consecutive day of teaching, retroactive to the first day that the assignment began. The Occasional Teacher shall continue to be paid at this rate until the expiration of the assignment. The rate paid under 11.01(b) shall not be less than the rate paid under 11.01(a).

(c) Casual Occasional Teacher Hourly Rate

The hourly rate shall apply to assignments in the following instructional programs: Home Instruction, Curriculum Writing Teams, and Summer Schools. Union dues will be deducted as per Article 4.01.

(1) An Occasional Teacher, employed as a Casual Occasional Teacher on an hourly basis qualified to teach in an elementary school in Ontario according to the Ontario Statutes shall be paid an hourly rate of 1/1000 of the minimum salary of Category A1, Year 0, of the District School Board Ontario North East – ETFO teachers' grid plus vacation pay per the *Employment Standards Act* (includes statutory holiday pay).

(2) Home instruction: If an Occasional Teacher works 10 hours/week or longer the teacher is entitled to an additional hour for Preparation time.

11.02

- a) An Occasional Teacher shall be entitled to one-half (0.5) day of pay if the Occasional Teacher reports to work and their services are not required because their assignment was not cancelled prior to 9:00pm the preceding day. It is understood that this clause shall not apply in instances of the cancellation of buses or school closure.
- b) In the absence of a cancellation of assignment notice through SmartFind on a bus cancellation day, the Occasional Teacher shall endeavour to contact the Principal to inquire as to whether or not their services are required. Teachers who report to the school without contacting the Principal may not be paid, depending on availability of work, which will be determined by the Principal.
- c) All Occasional Teachers will refer to District School Board Ontario North East's Policies and Procedures regarding inclement weather.

11.03

The continuity of an Occasional Teaching assignment shall not be interrupted by the following: Professional Activity days, bus cancellation days, scheduled statutory holidays, or Board designated holidays.

- 11.04 Occasional Teachers shall continue to be paid every two (2) weeks, for work authorized by the Principal. Long Term Occasional Teachers shall be paid in accordance with Article 9.02 of the ONE Teachers' Collective Agreement.
- 11.05 The Record of Employment certificates for Occasional Teachers will be submitted to Service Canada at the end of June. The Record of Employment certificates for Occasional Teachers who experience termination of their assignment before the last teaching day in June will be issued on request.
- 11.06 Recognized teaching experience for the purpose of 11.01(b) above, shall include the following:
- (1) The onus is on the teacher to provide written documentation of teaching experience to the Superintendent of Education with the Human Resources portfolio.
 - (2) Previous elementary or secondary school teaching experience obtained while qualified under Ontario standards or equivalent to Ontario standards as determined by the College of Teachers and approved by the Board will be recognized for placement on the grid if the experience was obtained while in a probationary or permanent teaching position or as a Long Term Occasional Teacher. The calculation of teaching experience is based on paid time only with the exception of the statutory unpaid pregnancy leave period. Submitted documentation shall be on previous Board official letterhead, signed by the appropriate department and must indicate if experience was permanent, long-term occasional or daily occasional.
 - (3) Teaching experience for salary purposes will be calculated as follows:
 - i) The calculation of years of teaching experience will be made annually on the first day of the school year calendar.
 - ii) In occurrences of partial years of experience, credit will be based on the following chart, assuming a school year of 194 days of instruction:

DAYS EXPERIENCE	
<u>UP TO (In Days)</u>	<u>Percentage</u>
19.3999	0
38.7999	10
58.1999	20
77.5999	30
96.9999	40
116.3999	50
135.7999	60
155.1999	70
164.8999	80
174.59999	90
194.0000	100

- iii) The calculation of teaching experience is based on the current experience plus the number of full-time equivalent days worked in a permanent, LTO, Home Instruction and/or Summer School position. The chart above determines the percentage used to calculate the difference between the current and next grid step.
 - iv) Effective September 1, 2024, OCT qualified daily occasional teaching experience under District School Board Ontario North East school shall be recognized such that twenty (20) days of accumulated experience shall be equal to 0.1 year of credit up to a maximum of 0.5 of a year of credit.
 - v) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one (1) school year.
- 11.07 In determining a Long Term Occasional Teacher's category on the Salary Grid, the Board will be guided by the definitions set out in the Qualifications Evaluation Council of Ontario (QECO) Programme 5.
- 11.08 It shall be the responsibility of the Long Term Occasional Teacher to provide the Superintendent of Education with the Human Resources portfolio with a QECO rating statement and any supporting documents within ninety (90) days of commencement of the assignment.
- 11.09 Each Casual Occasional Teacher shall receive vacation pay on each cheque as specified in Article 11.01.

ARTICLE 12 - EMPLOYEE BENEFITS

Benefits are addressed in Central Agreement terms, Article C5.00.

ARTICLE 13 - OCCASIONAL TEACHER LIST

- 13.01 To be eligible for inclusion on the Occasional Teacher Roster, an Occasional Teacher must be a member in good standing with the Ontario College of Teachers.
- 13.02 An Occasional Teacher who has not completed a minimum of twenty (20) assignments during the current school year shall be removed from the Occasional Teacher Roster provided they have received calls for a minimum of sixty (60) separate assignments during the same time period. An Occasional Teacher may request a temporary leave from the Occasional Teacher Roster for up to one (1) year. The granting of such leave shall result in pro-rating the required number of assignments.

An Occasional Teacher who works a partial year shall have the required number of assignments pro-rated.

- 13.03 Occasional Teachers shall notify Human Resources, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

It shall be the responsibility of the Occasional Teacher to ensure an active phone number is entered in their profile in the SmartFind system.

ARTICLE 14 - CALLING OF OCCASIONAL TEACHERS

- 14.01 In the event there are no Occasional Teachers available on a certain day in a school year, the Board agrees to abide by *The Education Act* and its regulations in order to fill a day's vacancies as outlined under the provisions of Regulation 298.
- 14.02 When an Occasional Teacher is scheduled to work in the same assignment for more than one day and the assignment is terminated earlier than scheduled, the Occasional Teacher will contact the automated call out system Administrator to inform them of the change to their availability. The Principal (or acting Administrator) will endeavour to cancel the assignment in the automated call out system before 6pm the same day to ensure that the Occasional Teacher is placed in sequence for future teaching assignments.

ARTICLE 15 - JOB VACANCIES

- 15.01 All Long Term Occasional Teaching positions shall be posted in each school operated by the Board. An email copy of all positions shall be forwarded to the President of the Union.

ARTICLE 16 - SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

Central Agreement Article C6.00 Sick Leave, and LOA #1 RE: Sick Leave applies.

ARTICLE 17 - PAID LEAVES

Except as otherwise specified, all leaves under this Article shall apply to Long Term Occasional Teachers.

A Long Term Occasional Teacher shall be granted a leave of absence with pay and no loss of sick leave credits in respect of absence occasioned by the leaves listed below. None of these leaves shall constitute a break in service, and during these leaves Occasional Teachers shall continue to accumulate credit for teaching experience, and any other relevant entitlements under this Collective Agreement.

17.01 **Bereavement Leave**

Bereavement leave of up to three (3) days shall be granted without loss of pay or deduction from sick leave to a Long Term Occasional Teacher in the event of the death of a spouse, common-law partner, parent, step-parent, child, step-child, guardian, sibling, mother-in-law, father-in-law, or grandparent.

17.02 Pregnancy/Parental Leave

Central Agreement, Article C10.2 Pregnancy Leave applies. Entitlement to the above leave is also defined under the *Employment Standards Act*.

17.03 Court Appearances

A Long Term Occasional Teacher who is absent by reason of a summons to serve as a juror or a witness in any court to which the Occasional Teacher has been summoned in any proceedings to which the Occasional Teacher is not a party to or one of the persons charged, shall be paid the applicable earnings under 11.01(b) until the end of the assignment, provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror.

17.04 Examination and Graduation

A Long Term Occasional Teacher who has received the prior approval of the Superintendent of Education with the Human Resources portfolio or designate, may be absent from duty during the Long Term Occasional assignment without loss of pay or deduction from sick leave credit, not to exceed two (2) days, as follows:

- (1) for the purpose of writing an examination; the half day period during which the examination occurs will be granted.
- (2) for the purpose of attending the Occasional Teacher's graduation; the half day period during which the graduation occurs will be granted.

17.05 Federation Leave

- a) When a member of the Occasional Teacher Bargaining Unit is elected or appointed to the position of Local President, the Employer shall grant Federation Leave as requested by the Union. Such leave will be granted provided that the Union reimburses the Employer for the full cost of the release, including:
 - i) the salary and allowances identified by the Union; and
 - ii) the full Board cost for all insured and statutory benefits.

Federation Release time for the Local President shall be recognized for experience purposes in accordance with 11.07. The Employer shall pay to the Local President such entitlements as noted above as if the Local President was a Long Term Occasional Teacher with the Board.

- b) The Employer agrees to release Bargaining Unit members for Occasional Teacher Local business at the request of the Bargaining Unit President, provided that the Local shall reimburse the Employer for any replacement costs incurred. Total release time in this sub-paragraph shall not exceed a total of ten (10) days in any school year. For further clarity, release days required for the purpose of Collective Bargaining shall be in addition to these ten (10) days.

Notwithstanding the foregoing, the Local may apply for additional days, and the days may be approved at the discretion of the Director or designate. It is understood that for staff in Long Term Occasional positions, Board approval to release the member must be obtained and shall not be unreasonably denied based on available occasional teacher coverage.

- c) The parties agree that the Board will administer payroll for up to ten (10) members of the Union Executive and/or Bargaining Team on a monthly basis. The Union will reimburse the Board for the full cost of salary, vacation, benefits and all statutory benefits. A list of Union Executive Members and Bargaining Team Members will be provided to the Board no later than September 15th of each school year. Any additions, deletions or changes to the list of members to be paid will be communicated in writing to Human Resources and the Manager of Payroll. Such days paid will be considered as a day worked for the purpose of this Collective Agreement.

ARTICLE 18 - UNPAID LEAVE DAYS

- 18.01 An LTO assignment greater than eighty (80) instructional days or four (4) months in duration, will be eligible to request up to two (2) full unpaid days during the term of their LTO assignment. Such days cannot be carried from assignment to assignment and shall not be split into partial days unless they are in conjunction with a leave request from a part-time permanent position. Such leaves cannot abut a holiday or interfere with school events or PA days. Requests for these days must be made in SmartFind a minimum of two (2) weeks prior to the leave commencing. Such leave requests will be subject to the approval of the Principal and the Superintendent of Education with the Human Resources portfolio or designate and will not be unreasonably denied.
- 18.02 These leaves shall not normally interfere with events or processes such as the first day of school, last day of school, PA days, early release days, report cards (timely submission, completion and review with parents/guardians), EQAO, graduation, school trips (as may pertain to the individual being released). In addition to the conditions previously listed, the request for unpaid leave cannot be attached to an extension of a holiday break such as March Break, Thanksgiving, Christmas Break, Family Day, Easter or Victoria Day. The granting of such leaves would be contingent on sufficient availability of replacement Occasional Teachers.

ARTICLE 19 - WORKING CONDITIONS

- 19.01 The timetable for an Occasional Teacher shall be the same as the timetable of the teacher who is being replaced.
- 19.02 There shall be no supervisory duty scheduled for the Occasional Teacher prior to the commencement of the first class on the first day of an assignment.

- 19.03 The supervisory duty schedule for the Occasional Teacher will be the same as the schedule of the teacher being replaced. Notwithstanding the preceding if the teacher being replaced has duty prior to the commencement of classes as outlined in 19.02, the Occasional Teacher may be required to take on another duty later in the day.
- 19.04 The Board shall reimburse, at the Board's current kilometer/mileage rate, each Occasional Teacher for travel between an assignment involving two (2) or more schools within the Board's jurisdiction if the teacher the Occasional Teacher is replacing normally receives the allowance.
- 19.05 Occasional Teachers shall receive, in writing; supervision schedules, safety plans, pertinent medical information, lock down procedures, the timetable of the teacher being replaced, relevant log-in information, IEP's, behaviour plan, a seating plan, applicable EA schedules, and all other relevant information as well as classroom keys. Notwithstanding the foregoing, nothing in this article should be used as the sole reason/justification for discipline imposed on any Teacher or Long-Term Occasional Teacher.

ARTICLE 20 - PROFESSIONAL ACTIVITY DAYS

- 20.01 The Board and Union shall meet, at least once a year, at the request of either party, to investigate possible professional learning opportunities for Occasional Teachers.
- 20.02 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity sessions.
- 20.03 An Occasional Teacher not meeting the conditions in 20.02 above may attend, without pay, scheduled Professional Activity Days and in-service programmes arranged by the Board.
- 20.04 The Board shall endeavour to annually provide professional development opportunities for Occasional Teachers.

ARTICLE 21 - BOARD-UNION RELATIONS

- 21.01 The Board shall provide information to the Union about the professional development activities provided by the Board on request.
- 21.02 The Union shall have access to the existing bulletin boards to post items which it believes would be of interest to Occasional Teachers covered by this Agreement.
- 21.03 All correspondence between the Parties arising out of this Agreement shall pass to and from the Director or designate, and from the President of the Local.

- 21.04 An Occasional Teacher Committee with two (2) representatives from the Union and the Board shall meet on a needs basis to discuss Occasional Teacher issues.
- 21.05 The Union shall be allowed to carry out Union business on the Board's premises outside of regular school hours, at no cost to the Union or the Board.

ARTICLE 22 - DURATION AND RENEWAL

- 22.01 The Collective Agreement becomes effective upon ratification by both parties and shall remain in effect from September 1, 2022 to August 31, 2026.
- 22.02 Notwithstanding the period of notice stipulated in Section 59 of *The Labour Relations Act*, notice to bargain will be made in accordance to section C3.6 from the Central Agreement.
- 22.03 Any amendment to or variation in procedures specifically set out in the terms of the Collective Agreement shall be in writing and by mutual consent of the Board and the Union.

ARTICLE 23 - MEDICAL PROCEDURE

- 23.01 **Not Responsible for Diagnosis or Medication**
The Board shall not request any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the teacher to risk, injury, or liability for negligence.

ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY

- 24.01 **Employer's Obligations**
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.
- 24.02 The Principal will make it a priority to notify the members of ETFO as soon as possible if a case of Fifth Disease is reported in the workplace.

ARTICLE 25 - HARASSMENT

- 25.01 The Board recognizes its obligation to ensure that every Occasional Teacher is free from harassment in the working environment. Harassment complaints will be addressed in accordance with Board Harassment Policy 1.2.2 of the District School Board Ontario North East Policy Manual.

Teacher Salary Grids and Daily & Hourly OT Rates (2022-2026)

Effective August 29, 2022

3% Increase

Step	A0	Bi-Wkly	A1	Bi-Wkly	A2	Bi-Wkly	A3	Bi-Wkly	A4	Bi-Wkly
0	49,794.71	1,915.18	55,266.40	2,125.63	57,408.96	2,208.04	62,130.37	2,389.63	65,241.37	2,509.28
1	52,828.78	2,031.88	58,355.43	2,244.44	60,582.74	2,330.11	65,899.05	2,534.58	69,399.29	2,669.20
2	55,864.45	2,148.63	61,446.00	2,363.31	63,754.93	2,452.11	69,664.56	2,679.41	73,554.09	2,829.00
3	58,900.09	2,265.39	64,535.02	2,482.12	66,927.15	2,574.12	73,433.22	2,824.35	77,708.87	2,988.80
4	61,932.61	2,382.02	67,622.48	2,600.86	70,100.92	2,696.19	77,200.32	2,969.24	81,865.23	3,148.66
5	64,968.25	2,498.78	70,713.08	2,719.73	73,273.12	2,818.20	80,967.41	3,114.13	86,023.16	3,308.58
6	68,003.90	2,615.53	73,802.09	2,838.54	76,445.33	2,940.21	84,734.50	3,259.02	90,177.95	3,468.38
7	71,037.99	2,732.23	76,892.66	2,957.41	79,617.54	3,062.21	88,501.60	3,403.91	94,332.76	3,628.18
8	74,072.07	2,848.93	79,983.25	3,076.28	82,791.30	3,184.28	92,267.12	3,548.74	98,489.11	3,788.04
9	77,106.14	2,965.62	83,070.71	3,195.03	85,963.52	3,306.29	96,035.80	3,693.68	102,643.90	3,947.84
10	80,141.79	3,082.38	86,161.28	3,313.90	89,135.72	3,428.30	99,801.31	3,838.51	106,801.84	4,107.76
11	83,175.87	3,199.07	89,255.02	3,432.89	92,318.92	3,550.73	103,584.12	3,984.00	110,956.62	4,267.56
12	86,209.96	3,315.77								
13	89,255.02	3,432.89								

	Annually	Bi-Wkly	
Degree Allowance	920.36	35.40	(per Article 11.04)
SERT Allowance	8,300.07	319.23	(per Article 10.11)

Teacher-In-Charge (TIC)	51.51	per day	(per Article 10.10)
-------------------------	-------	---------	---------------------

Admin Transfer Allowance (Article 6.06)

OCCUP	STEP	Annual	Per Pay	
ADMTS	0	2,200	84.615	(if tsf'd > 50 km one way, will receive \$2,200 per annum)

Daily Rate

Qualified Occasional	260.00	(1/212.56 of Cat A1, Yr 0)
Unqualified Occasional	195.00	(75% of Qualified Rate)

Hourly Rate

Qualified Occasional	55.27	(1/1000 of Cat A1, Yr 0)
Unqualified Occasional	41.45	(75% of Qualified Rate)

Note: Camp Bickell Lead Counsellor

Qualified: 37.14 Qlfd Dly / 7
 UnQualified: 27.86 UnQlfd Dly / 7
 Paid in JC 39 by timesheet

Effective August 28, 2023

3% Increase

Step	A0	Bi-Wkly	A1	Bi-Wkly	A2	Bi-Wkly	A3	Bi-Wkly	A4	Bi-Wkly
0	51,288.55	1,972.64	56,924.39	2,189.40	59,131.23	2,274.28	63,994.28	2,461.32	67,198.61	2,584.56
1	54,413.64	2,092.83	60,106.09	2,311.77	62,400.22	2,400.01	67,876.02	2,610.62	71,481.27	2,749.28
2	57,540.38	2,213.09	63,289.38	2,434.21	65,667.58	2,525.68	71,754.49	2,759.79	75,760.71	2,913.87
3	60,667.09	2,333.35	66,471.07	2,556.58	68,934.97	2,651.34	75,636.22	2,909.09	80,040.13	3,078.47
4	63,790.59	2,453.48	69,651.15	2,678.89	72,203.94	2,777.07	79,516.32	3,058.32	84,321.19	3,243.12
5	66,917.30	2,573.74	72,834.47	2,801.33	75,471.32	2,902.74	83,396.43	3,207.56	88,603.85	3,407.84
6	70,044.02	2,694.00	76,016.15	2,923.70	78,738.69	3,028.41	87,276.54	3,356.79	92,883.29	3,572.43
7	73,169.13	2,814.20	79,199.44	3,046.13	82,006.06	3,154.08	91,156.64	3,506.02	97,162.74	3,737.03
8	76,294.23	2,934.39	82,382.75	3,168.57	85,275.04	3,279.81	95,035.13	3,655.20	101,443.78	3,901.68
9	79,419.32	3,054.59	85,562.83	3,290.88	88,542.43	3,405.48	98,916.87	3,804.50	105,723.22	4,066.28
10	82,546.04	3,174.85	88,746.12	3,413.31	91,809.79	3,531.15	102,795.35	3,953.67	110,005.90	4,231.00
11	85,671.15	3,295.04	91,932.68	3,535.87	95,088.49	3,657.25	106,691.64	4,103.52	114,285.32	4,395.59
12	88,796.25	3,415.24								
13	91,932.68	3,535.87								

	Annually	Bi-Wkly	
Degree Allowance	920.36	35.40	(per Article 11.04)
SERT Allowance	8,300.07	319.23	(per Article 10.11)

Teacher-In-Charge (TIC)	51.51	per day	(per Article 10.10)
-------------------------	-------	---------	---------------------

Admin Transfer Allowance (Article 6.06)

OCCUP	STEP	Annual	Per Pay	
ADMTS	0	2,200	84.615	(if tsf'd > 50 km one way, will receive \$2,200 per annum)

Daily Rate

Qualified Occasional	267.80	(1/212.56 of Cat A1, Yr 0)
Unqualified Occasional	200.85	(75% of Qualified Rate)

Hourly Rate

Qualified Occasional	56.92	(1/1000 of Cat A1, Yr 0)
Unqualified Occasional	42.69	(75% of Qualified Rate)

Note: Camp Bickell Lead Counsellor

Qualified: 38.26 Qlfd Dly / 7
UnQualified: 28.69 UnQlfd Dly / 7
Paid in JC 39 by timesheet

Effective August 28, 2024

2.75% Increase

Step	A0	Bi-Wkly	A1	Bi-Wkly	A2	Bi-Wkly	A3	Bi-Wkly	A4	Bi-Wkly
0	52,698.99	2,026.88	58,489.81	2,249.61	60,757.34	2,336.82	65,754.12	2,529.00	69,046.57	2,655.64
1	55,910.02	2,150.39	61,759.01	2,375.35	64,116.23	2,466.01	69,742.61	2,682.41	73,447.01	2,824.88
2	59,122.74	2,273.95	65,029.84	2,501.15	67,473.44	2,595.13	73,727.74	2,835.68	77,844.13	2,994.00
3	62,335.43	2,397.52	68,299.02	2,626.89	70,830.68	2,724.26	77,716.21	2,989.09	82,241.24	3,163.12
4	65,544.83	2,520.96	71,566.56	2,752.56	74,189.55	2,853.44	81,703.02	3,142.42	86,640.02	3,332.31
5	68,757.52	2,644.52	74,837.42	2,878.36	77,546.78	2,982.57	85,689.83	3,295.76	91,040.46	3,501.56
6	71,970.23	2,768.09	78,106.60	3,004.10	80,904.00	3,111.69	89,676.64	3,449.10	95,437.58	3,670.68
7	75,181.28	2,891.59	81,377.43	3,129.90	84,261.23	3,240.82	93,663.45	3,602.44	99,834.72	3,839.80
8	78,392.32	3,015.09	84,648.27	3,255.70	87,620.10	3,370.00	97,648.60	3,755.72	104,233.49	4,008.98
9	81,603.35	3,138.59	87,915.81	3,381.38	90,977.35	3,499.13	101,637.09	3,909.12	108,630.61	4,178.10
10	84,816.06	3,262.16	91,186.64	3,507.18	94,334.56	3,628.25	105,622.22	4,062.39	113,031.06	4,347.35
11	88,027.11	3,385.66	94,460.82	3,633.11	97,703.42	3,757.82	109,625.66	4,216.37	117,428.17	4,516.47
12	91,238.15	3,509.16								
13	94,460.82	3,633.11								

	Annually	Bi-Wkly	
Degree Allowance	920.36	35.40	(per Article 11.04)
SERT Allowance	8,300.07	319.23	(per Article 10.11)

Teacher-In-Charge (TIC)	51.51	per day	(per Article 10.10)
-------------------------	-------	---------	---------------------

Admin Transfer Allowance (Article 6.06)

OCCUP	STEP	Annual	Per Pay	
ADMTS	0	2,363	90.888	(if tsf'd > 50 km one way, will receive \$2,200 per annum)

Daily Rate

Qualified Occasional	286.17	Rate Includes Vacation 4%
Unqualified Occasional	214.63	(75% of Qualified Rate) incl. 4% vac

Qualified Occasional	291.68	Rate Includes Vacation 6%
Unqualified Occasional	218.76	(75% of Qualified Rate) incl. 6% vac

Hourly Rate

Qualified Occasional	58.49	(1/1000 of Cat A1, Yr 0)
Unqualified Occasional	43.87	(75% of Qualified Rate)

Note: Camp Bickell Lead Counsellor

Qualified: **40.88** Qlfd Dly / 7
 UnQualified: **30.66** UnQlfd Dly / 7
Paid in JC 39 by timesheet

Effective 2025-26

2.5% Increase

Step	A0	Bi-Wkly	A1	Bi-Wkly	A2	Bi-Wkly	A3	Bi-Wkly	A4	Bi-Wkly
0	54,016.46	2,077.56	59,952.06	2,305.85	62,276.27	2,395.24	67,397.97	2,592.23	70,772.74	2,722.03
1	57,307.77	2,204.14	63,302.99	2,434.73	65,719.13	2,527.66	71,486.18	2,749.47	75,283.18	2,895.51
2	60,600.81	2,330.80	66,655.59	2,563.68	69,160.27	2,660.01	75,570.93	2,906.57	79,790.23	3,068.86
3	63,893.82	2,457.45	70,006.50	2,692.56	72,601.45	2,792.36	79,659.12	3,063.81	84,297.27	3,242.20
4	67,183.45	2,583.98	73,355.72	2,821.37	76,044.29	2,924.78	83,745.60	3,220.98	88,806.02	3,415.62
5	70,476.46	2,710.63	76,708.35	2,950.32	79,485.45	3,057.13	87,832.08	3,378.16	93,316.47	3,589.09
6	73,769.49	2,837.29	80,059.26	3,079.20	82,926.60	3,189.48	91,918.56	3,535.33	97,823.52	3,762.44
7	77,060.81	2,963.88	83,411.86	3,208.15	86,367.76	3,321.84	96,005.04	3,692.50	102,330.58	3,935.79
8	80,352.13	3,090.47	86,764.48	3,337.10	89,810.61	3,454.25	100,089.81	3,849.61	106,839.32	4,109.20
9	83,643.44	3,217.06	90,113.70	3,465.91	93,251.78	3,586.61	104,178.01	4,006.85	111,346.37	4,282.55
10	86,936.46	3,343.71	93,466.30	3,594.86	96,692.92	3,718.96	108,262.77	4,163.95	115,856.83	4,456.03
11	90,227.78	3,470.30	96,822.34	3,723.94	100,146.01	3,851.77	112,366.30	4,321.78	120,363.87	4,629.38
12	93,519.10	3,596.89								
13	96,822.34	3,723.94								

	Annually	Bi-Wkly	
Degree Allowance	920.36	35.40	(per Article 11.04)
SERT Allowance	8,300.07	319.23	(per Article 10.11)

Teacher-In-Charge (TIC)	51.51	per day	(per Article 10.10)
-------------------------	-------	---------	---------------------

Admin Transfer Allowance (Article 6.06)

OCCUP	STEP	Annual	Per Pay	
ADMTS	0	2,363	90.888	(if tsf'd > 50 km one way, will receive \$2,200 per annum)

Daily Rate

Qualified Occasional	293.32	Rate Includes Vacation 4%
Unqualified Occasional	219.99	(75% of Qualified Rate) incl. 4% vac

Qualified Occasional	298.97	Rate Includes Vacation 6%
Unqualified Occasional	224.23	(75% of Qualified Rate) incl. 6% vac

Hourly Rate

Qualified Occasional	59.95	(1/1000 of Cat A1, Yr 0)
Unqualified Occasional	44.96	(75% of Qualified Rate)

Note: Camp Bickell Lead Counsellor

Qualified: **41.90** Qlfd Dly / 7
 UnQualified: **31.43** UnQlfd Dly / 7
Paid in JC 39 by timesheet

SIGNATURE PAGE

DATED in Timmins Ontario this 28 day of November, 2024.

SIGNED ON BEHALF OF:

ETFO Ontario North East
East Occasional Teachers' Local

DSB Ontario North

For the Local:


_____
_____

For the Board:


_____
