

PART A

TERMS NEGOTIATED CENTRALLY

BETWEEN

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(hereinafter called 'OPSBA')**

AND

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO)
(hereinafter called 'ETFO')**

PART B

TERMS NEGOTIATED CENTRALLY

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD (WRDSB)

AND

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO)

SEPTEMBER 1, 2014 TO AUGUST 31, 2017

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 local terms.

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Benefits	C6.00 , LOA #6	L13.08
Class Size/Staffing Levels	C12.00	
Definition and Scope	C2.00	ARTICLE L.IV
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PART A

**TERMS NEGOTIATED CENTRALLY
BETWEEN**

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(hereinafter called 'OPSBA')**

AND

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO (ETFO)
(hereinafter called 'ETFO')**

SEPTEMBER 1, 2014 TO AUGUST 31, 2017

ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

C4.3 The grievance shall specify:

- a) Any central provision of the collective agreement alleged to have been violated.

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

C4.4 Referral to the Committee

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

C4.5 Mediation

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

C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.

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

C5.00 VESTED RETIRMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

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

C6.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C6.1 Funding

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

C6.2 Cost Sharing

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

C6.3 Payment in Lieu of Benefits

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

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

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

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

C7.00 SICK LEAVE

Sick Leave/Short Term Leave and Disability Plan

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

- i. Teachers in a Long Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary, and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access

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

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

g) Administration

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

- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C8.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C9.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

C10.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C10.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The parties agree that a teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency

and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

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

- a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher or long-term occasional teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation

and coverage under the Collective Agreement, the teacher must agree to provide payment for the teacher's share of the benefit premiums, where applicable.

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

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

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

C11.2 Pregnancy Leave

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

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

C12.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

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

Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

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

1. The parties and the Crown agree that hiring for long term occasional and permanent positions shall be as set out in Regulation 274 under the Ontario Education Act. Regulation 274 remains in force.
2. The parties agree to meet to further discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.
 - a. The Committee shall address the following issues, including but not limited to:
 - i. the size of the LTO list
 - ii. the number of interview cycles
 - iii. the interview process
3. The parties agree to the following provisions for the term of this collective agreement:
 - a. Following the interview to the LTO List, unsuccessful candidates who make the request shall be debriefed within thirty (30) days of the interview and

recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.

- b. The local parties may, if they choose, negotiate a capped roster.
- c. A relocating permanent Teacher who has been employed by a public school board in Ontario may apply to another Board to be placed on the LTO List and shall be granted an interview.
- d. Where an occasional teaching assignment extends beyond the number of LTO threshold days identified in the local collective agreement, the Board may continue the occasional teacher in the assignment if the teacher is qualified and is on the LTO list, unless the local parties have mutually agreed otherwise.
- e. Information Disclosure to the Occasional Teacher Local Unit

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Occasional Teacher Ability to Lock the Classroom Door

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Employment Insurance (E.I.) Rebate

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Special Education Committee

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

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

3.0.0 ELIGIBILITY and COVERAGE

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

information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

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

4.1.2 Upon the Board's participation date:

- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily occasional teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
- ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

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

- i) there is an in-year deficit,
- ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
- iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,

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

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

i. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for occasional teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.

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

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

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

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

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

4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15

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

4.2.0 Start-up Costs

- 4.2.1 The Government of Ontario will provide:
- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.
 - b) A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Board(s)” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will

remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

- 4.2.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

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

- b) Increased member share premium;
- c) Change plan design;
- d) Cost containment tools;
- e) Reduced plan eligibility; and
- f) Cessation of benefits, other than life insurance benefits.

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

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

5.3.0 Accountability

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

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

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

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

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

9.0.0 ERRORS and OMISSIONS

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

10.0.0 CLAIMS SUPPORT

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

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

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Status Quo Central Items Requiring Amendment and Incorporation

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

1. Short Term Paid Leaves

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

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

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

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

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

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

3. Pregnancy Leave Benefits

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

4. Salary, Wages and Direct Compensation

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

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

PART B

TERMS NEGOTIATED CENTRALLY

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD (WRDSB)

AND

ELEMENTARY TEACHERS FEDERATION OF ONTARIO (ETFO)

SEPTEMBER 1, 2014 TO AUGUST 31, 2017

ARTICLE L.I - PURPOSE

L1.01 It is the intent and purpose of both parties to this agreement to maintain and further a harmonious relationship and to set forth certain terms and conditions of employment as to salary and other matters to which the parties agree including procedures for the prompt disposition of grievances.

ARTICLE L.II - EFFECTIVE PERIOD

See [Central Agreement C3.2](#) – Term of Agreement

See [Central Agreement C3.6](#) – Notice to Bargain

ARTICLE L.III - RECOGNITION

L3.01 The Board recognizes the Elementary Teachers' Federation of Ontario as the bargaining agent for all Occasional Teachers employed by the Board in its elementary panel.

L3.02 Elementary Teachers' Federation of Ontario will inform the Board from time to time of who is authorized to act on behalf of the Union.

L3.03 Elementary Teachers' Federation of Ontario recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purpose of this Agreement.

ARTICLE L.IV - DEFINITION AND SCOPE

L4.01 "Occasional Teacher" means a teacher who is employed to teach as a substitute for a teacher, or a temporary teacher, who

- (a) has died during a school year, the teacher's employment as the substitute shall not extend past the end of the school year in which the death occurred; or
- (b) is absent from regular duties for a temporary period, the teacher's employment as the substitute shall not extend past the end of the second school year after the absence begins:

as defined in the Education Act and amended from time to time.

L4.02 "Certificated Occasional Teacher" means a teacher who is qualified to teach in the province of Ontario as defined in the Acts and Regulations.

L4.03 "Short-Term Occasional Teacher" means a teacher who is required to teach under Section L4.01 for a period that is less than the time to be defined as a "Long-Term Occasional Teacher" as stated in Section L4.04.

L4.04 (a) “Long-Term Occasional Teacher” means a teacher who is required to teach under Section L4.01 for a period of eleven (11) or more consecutive teaching days in the same assignment.

(b) Long Term Occasional Teachers shall be provided with a minimum of two (2) weeks written notice prior to the termination of a Long Term Occasional assignment. Such termination may only occur if the absent teacher returns to their position prior to the original known end date of their leave. It is further understood that in the event of an accommodation and/or return to work plan for a permanent Teacher, a Long Term Occasional Teacher may have their assignment terminated in accordance with the minimum notice prescribed above.

L4.05 (a) For the purpose of establishing the eleven-day period, a partial day (i.e., part-time assignment) shall be counted as one day.

(b) During the eleven-day continuous period, absences for professional activities, professional development days or Federation supported leave days or inclement weather or emergency day will not break the continuity.

L4.06 “Occasional Teachers’ **Roster**” means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the elementary panel of the Waterloo Region District School Board.

L4.07 “Local” means the Elementary Teachers’ Federation, Waterloo Region Occasional Teachers’ Local.

L4.08 “Union” means the Elementary Teachers’ Federation of Ontario.

L4.09 “Board” means the Waterloo Region District School Board or its predecessor.

ARTICLE L.V - MANAGEMENT RIGHTS

L5.01 The Local recognizes that it is the right of the Board to exercise the regular and customary functions of management in accordance with the statutes and regulations of Ontario and to direct the staff subject to the terms of the Agreement.

ARTICLE L.VI - STRIKES AND LOCKOUTS

L6.01 The parties agree that there shall be no strikes or lockouts during the term of this Agreement.

ARTICLE L.VII - UNION MEMBERSHIP

L7.01 The Board shall deduct, from every pay period for which an Occasional Teacher receives a pay deposit, the regular Union dues, assessments, and Local levy (if any) as certified by the Union and the Local.

The Union and the Local shall notify the Board in writing, annually and within thirty (30) days prior to any change, as to the amount of union dues, assessments and levy to be deducted.

L7.02 The Union dues and assessments deducted in accordance with Article L7.01 shall be forwarded to the General Secretary of the Elementary Teachers' Federation of Ontario, **136 Isabella Street, Toronto, Ontario, M4Y 1P6**, within thirty (30) days of the dues and assessments being deducted.

L7.03 The Local levy deducted in accordance with Article L7.01 shall be forwarded to the Local within thirty (30) days of the levy being deducted.

L7.04 All Occasional Teachers who are accepted by the Board as Occasional Teachers in the elementary panel shall, as a condition of employment, either maintain their Local membership or become Local members upon the signing of the Collective Agreement within a period of thirty (30) days. All new Occasional Teachers in the elementary panel shall, as a condition of employment, subsequent to the signing of the Collective Agreement, become and remain Local members.

L7.05 The Union and the Local shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of making the required deductions as authorized by the Union and the Local.

ARTICLE L.VIII - OCCASIONAL TEACHERS' ROSTER

L8.01 (a) The Board shall use only those Certificated Occasional Teachers whose names are on the elementary **Occasional Teacher Roster** for short term and long term occasional teaching assignments. It is understood that when a Certificated Occasional Teacher is not available, the Board may appoint a person who is not a teacher under Regulation 298 section 21, Appointment to teach in case of emergency.

(b) Newly hired Elementary Occasional Teachers will be required to complete **the equivalent of a ten (10) full working** day probationary period.

L8.02 (a) The Board shall maintain a **Roster** of occasional teachers, the maximum number of which shall not exceed 33% of the number of FTE elementary teachers on October 31st of each school year. This number shall not include the FTE for Long Term Occasional Teachers or Occasional Teachers on approved leave of absence.

- (b) Those Occasional Teachers who are hired after October 31st for the purpose of teaching specialist positions (e.g. French As Second Language, Deaf and Hard of Hearing, Blind and Vision) as identified under the Education Act and its regulations and programs shall not be included on the **Roster** outlined in L8.02 (a) for the remainder of the current school year in which they were hired. For clarification, those additional Specialist Occasional Teachers who are hired after October 31st in one school year shall be considered part of the **Roster** in L8.02 (a) in the following school year.
- (c) Should the number of Occasional Teachers on the **Roster** be exceeded due to the return of Long Term Occasional Teachers, Occasional Teachers on leave of absence or due to the addition of Specialist Occasional Teachers during the current school year, as set out in Article L8.02 (a) and (b), it is agreed that no additional Occasional Teachers will be added to the Occasional Teacher **Roster** until the total number of Occasional Teachers on the **Roster** falls below 33% of the number of FTE elementary teachers on October 31st of each year, through attrition.
- (d) The Manager of Human Resources responsible for Elementary Occasional Teachers shall communicate with the Local President prior to any additions to the **Roster** in accordance with L8.02 (b).
- (e) Additions to the **Roster** exceeding the 33%, shall only occur by mutual consent of the Local and the Board.
- (f) If the Board experiences increased fail to fill assignments **in any** school year, the parties agree to meet and determine a course of action by mutual consent. (e.g. increase the number of Occasional Teachers on the **Roster beyond the cap**).

L8.03 An Occasional Teacher **shall be responsible for inputting any change to their current address and telephone number electronically in the Board's database, so that the Board can** contact the Occasional Teacher regarding teaching assignments.

L8.04 An Occasional Teacher who wishes his/her name to be removed from the **Roster**, shall make this request in writing to the Manager of Human Resources responsible for Elementary Occasional Teachers.

L8.05 An Occasional Teacher who has accepted occasional teacher assignments that constitute a minimum of ten (10) full or half days of work prior to June 15th each school year shall have their name maintained on the Occasional Teachers' **Roster** for the next school year. **For those Occasional Teachers returning from leave of absence or hired after the first day of the school year the ten (10) full or half days of work requirement shall be pro-rated.**

- L8.06** An Occasional Teacher who has not accepted occasional teacher assignments that constitute a minimum of ten (10) full or half days of work prior to June 15th each school year will be notified by Human Resources by **email** no later than June 30th that their name will be removed from the Elementary Occasional Teacher **Roster** effective **June 30th. On or about June 1st the Board will provide the Local with a list of members in jeopardy of not meeting the ten (10) full or half days of work requirement.**
- L8.07** An Occasional Teacher whose name has been removed from the **Roster** may appeal the decision in writing to the Manager of Human Resources responsible for Elementary Occasional Teachers no later than August 31st. Included in the Occasional Teacher's appeal will be an explanation for not reaching the 10 full or half day threshold. The Human Resources Manager responsible for Elementary Occasional Teachers and the Local President or designate will review the Occasional Teacher's appeal to determine if an exemption is to be granted. If agreement on the appeal cannot be reached, the Occasional Teacher's name will be placed on the Occasional Teachers' **Roster** for the next school year. In the event that the same circumstance arises with the same Occasional Teacher in the year following placement back on the **Roster** and should no agreement be reached regarding continued placement on the Occasional Teachers' **Roster** the Occasional Teacher's name shall be removed from the Occasional Teachers' **Roster**.
- L8.08** An Occasional teacher who has accepted Occasional Teacher assignments that constitute a minimum of ten (10) full or half days of work prior to June 15th each school year may have their name removed from the Occasional Teachers' **Roster** for a period not to exceed one school year. The request will be made in writing to the Human Resources Manager responsible for Elementary Occasional Teachers and such request must be made thirty (30) days prior to the start date of the granted leave.
- L8.09** Occasional teachers who are unable to complete the required ten (10) minimum full or half days of work due to a personal illness or serious family illness shall be allowed, with written notification, to have their name temporarily removed from the Occasional Teacher **Roster** and not be subject to the threshold in Article L8.05. For clarification, Family shall be defined as immediate family as set out in Article L13.01 (a) and (b) herein.
- L8.10** An occasional teacher's name shall be removed from the **Roster** for the following reasons:
- (i) He or she is removed for just and sufficient cause;
 - (ii) He or she asks to have his/her name removed from the **Roster**;
 - (iii) He or she fails to meet the conditions outlined in Article L8.05, unless reinstatement is granted under Article L8.07.

ARTICLE L.IX - OCCASIONAL TEACHERS TIMETABLE

L9.01 On the first day of a teaching assignment, the Principal will make every effort not to assign the Occasional Teacher supervision duty before the commencement of the morning assignment; or noon hour supervision, if an afternoon assignment only.

L9.02 The Occasional Teacher will be assigned only the regularly scheduled duties of the teacher being replaced. In the event that the assignment is less than one-half day or less than a full day, the Principal or designate may assign other teaching duties for the remainder of the instructional day. For further clarification, no additional supervision duties shall be assigned for the remainder of the instructional day.

L9.03 The Board shall give a minimum of two (2) hours' notice of cancellation of any prearranged assignment.

Should cancellation of a prearranged assignment occur without notice, the Employer shall pay the Occasional Teacher the pay they would have received for that assignment and the Occasional Teacher shall report for alternate duties, which may include being reassigned by the Board to another school, provided that the school is within the same family of schools as reflected in the deployment system (i.e. **Board's Absence Collection/Deployment System**). The Occasional Teacher shall be reimbursed at the Board's current rate per kilometer for the distance between the original school assignment and the reassigned school site.

L9.04 (a) When a case of Fifth Disease in the school is known to the Principal, he or she shall notify the school staff. Short Term Occasional Teachers who may have been exposed to Fifth Disease for whom the exposure is a concern will advise the Principal immediately, who in turn will advise Human Resources in order that Human Resources can redeploy the Short Term Occasional Teacher to another location.

(b) The Occasional Teacher will inquire and the Principal shall provide information to the Occasional Teacher on communicable diseases in the school's environment which may adversely affect the health of the Occasional Teacher.

L9.05 In the event of an early dismissal for emergency reasons, Occasional Teachers will be paid full pay at the applicable rate of pay according to the assignment.

L9.06 The Board shall ensure that a current provision of materials form shall be provided to occasional teachers who are in short term assignments.

ARTICLE L.X - PROVISION OF INFORMATION

L10.01 The Board agrees to provide employees with an electronic copy of the Collective Agreement and the name of the President of the Local and the address and phone number of the office where the President can be contacted.

L10.02 The Local shall notify the Board in writing of the names of its representatives as follows: officers, negotiating committee members, and grievance committee members.

L10.03 Board data and any other data relevant to the negotiation and administration of the Collective Agreement shall be made available to the Bargaining Unit upon written request, if such material has been or will be produced for the District School Board's use.

L10.04 The Board agrees to provide the Local President with a list of Occasional Teachers, which includes the number of short term assignments and long term assignments. The list, which is updated regularly, is available electronically by the Local President.

ARTICLE L.XI - OCCASIONAL TEACHER / MANAGEMENT COMMITTEES

L11.01 An Occasional Teacher/Management Committee will meet at the request of either party to discuss items of concern.

L11.02 The Occasional Teacher/Management Committee shall meet during the instructional day. Any release time used by the Local and paid through Board payroll will be reimbursed to the Board by the local.

L11.03 The Committee shall make recommendations to be presented to the administration.

L11.04 The Waterloo Region Occasional Teachers' Local will have a representative on the Waterloo Region District School Board Joint Health and Safety Committee, the Occasional Teacher/Management Committee and the Staff Advisory Committee. The Union may make application to the Chair of the committee to which they wish to seek membership. Inclusion on the "Committee" will be at the discretion of the Chair of the "Committee". The representative for each committee will be a member of the Waterloo Region Occasional Teachers' Local.

ARTICLE L.XII - RATES OF PAY

L12.01 The Board shall pay rates of remuneration in accordance with the following:

(a) The daily rate for Short-Term Assignments shall be:

Effective August 31, 2012, 1/190.26 of Category A1, 0 years' experience of the Basic Salary Scale of the current Elementary Teachers' Federation of Ontario – Waterloo Region Teachers' Local Collective Agreement. Vacation pay is included in the daily rate.

(b) Long-Term Occasional Teacher

Effective September 1, 2009 an Occasional Teacher employed on a regular basis for eleven (11) or more teaching days in any one school year shall be paid a prorated salary appropriate to the teacher's qualifications and experience, in compliance with the established salary schedule, retroactive to the date of appointment in that position. It is understood and agreed that the salary of the Long-Term Occasional Teacher include vacation and statutory holidays.

(c) Method of Payment

For the period September 1, 2014 to August 31, 2015 payment dates shall take place on the following dates:

September	19	January	9	May	1
October	3	January	23	May	15
October	17	February	6	May	29
October	31	February	20	June	12
November	14	March	6	June	26
November	28	March	20	July	10
December	12	April	2		
December	24	April	17		

***September 19th – four (4) days in pay period, December 24th – five (5) days in pay period, January 9th – five (5) days in pay period.**

For the period September 1, 2015 to August 31, 2016 payment dates shall take place on the following dates:

September	18	January	8	April	29
October	2	January	22	May	13
October	16	February	5	May	27
October	30	February	19	June	10
November	13	March	4	June	24
November	27	March	18	July	8
December	11	April	1	July	22
December	24	April	15		

***September 18th – one (1) day in pay period, December 24th – five (5) days in pay period, January 8th – five (5) days in pay period.**

For the period September 1, 2016 to August 31, 2017 payment dates shall take place on the following dates:

September	30	January	20	May	12
October	14	February	3	May	26
October	28	February	17	June	9
November	11	March	3	June	23
November	25	March	17	July	7
December	9	March	31	July	21
December	23	April	13		
January	6	April	28		

*September 30th – nine (9) days in pay period, December 23rd – five (5) days in pay period, January 6th – five (5) days in pay period

(c) Contract Teacher Basic Salary Scale

Effective September 1, 2014:

Years	A	A1	A2	A3	A4
0	40,739	44,059	45,816	51,063	54,109
1	43,578	47,129	49,219	54,765	58,048
2	46,413	50,196	52,627	58,460	62,104
3	49,241	53,252	56,041	62,154	66,171
4	52,084	56,327	59,452	65,853	70,238
5	54,919	59,420	62,863	69,561	74,298
6	56,818	62,459	66,271	73,258	78,361
7	59,609	65,527	69,682	76,963	82,429
8	62,397	68,594	73,087	80,665	86,504
9	65,190	71,660	76,501	84,368	90,572
10	68,365	75,132	79,907	88,074	94,662
11X	70,245				
11Y	71,356				
11Z	75,132				

Effective September 1, 2016:

Years	A	A1	A2	A3	A4
0	41,146	44,500	46,274	51,574	54,650
1	44,014	47,600	49,711	55,313	58,628
2	46,877	50,698	53,153	59,045	62,725
3	49,733	53,785	56,601	62,776	66,833
4	52,605	56,890	60,047	66,512	70,940
5	55,468	60,014	63,492	70,257	75,041
6	57,386	63,084	66,934	73,991	79,145
7	60,205	66,182	70,379	77,733	83,253
8	63,021	69,280	73,818	81,472	87,369
9	65,842	72,377	77,266	85,212	91,478
10	69,049	75,883	80,706	88,955	95,609
11X	70,947				
11Y	72,070				
11Z	75,883				

Effective February 3, 2017:

Years	A	A1	A2	A3	A4
0	41,352	44,723	46,505	51,832	54,923
1	44,234	47,838	49,960	55,590	58,921
2	47,111	50,951	53,419	59,340	63,039
3	49,982	54,054	56,884	63,090	67,167
4	52,868	57,174	60,347	66,845	71,295
5	55,745	60,314	63,809	70,608	75,416
6	57,673	63,399	67,269	74,361	79,541
7	60,506	66,513	70,731	78,122	83,669
8	63,336	69,626	74,187	81,879	87,806
9	66,171	72,739	77,652	85,638	91,935
10	69,394	76,262	81,110	89,400	96,087
11X	71,302				
11Y	72,430				
11Z	76,262				

L12.02 It is the responsibility of the Long-Term Occasional Teacher to provide the Board with a Q.E.C.O. Programme 5 Certification Rating Statement and supporting documents. Such documentation shall be submitted within five (5) months of the commencement of the Long-Term Occasional assignment.

L12.03 Previous probationary and/or permanent teaching experience in Ontario shall be recognized as teaching experience for the purpose of placing a Long-Term Occasional Teacher on the Elementary Teachers' Federation of Ontario – Waterloo Region Teachers' Local Salary Grid. In order to guarantee retroactive salary adjustment to the start date of the Long-Term assignment, it is the responsibility of the Long-Term Occasional Teacher to provide Human Resources with supporting documents within five (5) months of the start date of the Long-Term Occasional assignment. In the event the documentation is received by Human Resources after the five (5) months, and is within the assignment period, the salary adjustment will occur the month following receipt of the supporting documentation.

Effective one month following ratification of the January 1, 2002 – August 31, 2002 amendments to the agreement, previous probationary and/or permanent teaching experience shall be recognized as teaching experience for the purpose of placing a Long-Term Occasional Teacher on the Elementary Teachers' Federation of Ontario – Waterloo Region Teacher Local Salary Grid. In order to guarantee retroactive salary adjustment to the start date of the Long-Term assignment, it is the responsibility of the Long-Term Occasional Teacher to provide Human Resources with supporting documents within five (5) months of the start date of the Long-Term Occasional assignment.

In the event the documentation is received by Human Resources after the five (5) months and is within the assignment period, the salary adjustment will occur the month following receipt of the supporting documentation.

In the event that the supporting documentation is not available from the previous educational institution, a statement from the Ontario Teachers' Pension Plan Board is also acceptable for the recognition of grid experience.

L12.04 (a) Long-term Occasional Teaching experience shall be recognized as teaching experience for purposes only of placing a Long-Term Occasional Teacher on the salary grid in effect in the Board's Elementary Teachers' Collective Agreement.

Recognition of such experience is contingent upon proper documentation and such documents must be submitted to Human Resources within five (5) months of the assignment.

(b) Effective January 1, 2003, if at the time of calculation there are ninety-seven (97) or more days of experience in excess of full years of experience, the days shall be considered to be equivalent to one (1) year of experience for placement on the grid.

(c) Calculation of experience will be completed as of August 31st each year.

L12.05 Long-Term Occasional Teachers with previous teaching experience, in Canada or out of the country, including: Canadian Armed Services, Adult Education Centres, College of Applied Arts and Technology, University, Accredited Private Schools, Federation Band Schools, on full-time employment will be given credit for teaching experience for grid placement in the amount of one (1) grid step for each full year of similar teaching experience, up to a maximum of five (5) grid steps.

L12.06 Effective January 1, 2006, Long-Term Occasional Teachers with previous daily occasional teaching experience on or after September 1, 2001 will be given credit for teaching experience for grid placement. Increments shall be granted in accordance with Article L12.04(c).

Recognition of such experience is contingent upon proper documentation and such documents must be submitted to Human Resources within five (5) months of the assignment.

In the event the documentation is received by Human Resources after the five (5) months and is within the assignment period, the salary adjustment will occur effective the day the supporting documentation is received by Human Resources.

L12.07 A short term Occasional Teacher shall be paid for either a half-day (150 minutes of instructional time or less) or a full day (151 up to 300 minutes of instructional time).

ARTICLE L.XIII - LEAVE PLANS - LONG-TERM OCCASIONAL TEACHERS

See [Central 7.00\(f\)](#) – Sick Leave and [Letter of Agreement #1](#)

L13.01 Bereavement Leave

(a) Leave without loss of pay for up to five (5) school days for a bereavement in the immediate family which shall include:

Father	Mother
Sister	Brother
Son	Daughter
Spouse or Equivalent	Stepfather
Stepmother	Stepson
Stepdaughter	Ward
Fiancé(e)	

- (b) Leave without loss of pay for up to three (3) school days for a bereavement in the immediate family which shall include:

Grandfather	Grandmother
Grandchild	Father-in-law
Mother-in-law	Son-in-law
Daughter-in-law	Sister-in-law
Brother-in-law	Stepbrother
Stepsister	Guardian

- (c) Additional leave without loss of salary for up to two (2) school days may be granted for travel time, only if such is required for (a) and (b) under Article L13.01.
- (d) Leave without loss of pay for up to one day for aunt, uncle, niece, nephew or close friend.
- (e) An additional leave with or without loss of pay may be granted by the Director of Education or designate.

L13.02 Jury Duty

A teacher in a Long-Term Occasional assignment who is absent from work by reason of a summons to serve as a juror, or a summons as a witness in any proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged, shall be paid the applicable earnings under Article L.XII, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses, that the teacher received as a juror. It is understood that such payment by the Board shall only be made for the period that the Occasional Teacher would have otherwise been employed in the Long-Term Occasional assignment.

L13.03 Quarantine

A Long-Term Occasional Teacher shall be entitled to a leave with pay without loss of experience if, as a result of the teacher's exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the **Public Health Authorities** from attending upon the teacher's duties.

L13.04 Other Leaves

- (a) Leave for Religious Holy Days

Access for a Long-Term Occasional Teacher to a Leave to Observe Religious Holy Days which fall on a school day where the Long-Term Occasional Teacher is forbidden to work by the teacher's religion, will be granted as recognized under

the Multi-faith Calendar. Long-Term Occasional Teachers must give one (1) months' notice or at the beginning of the assignment when less than one month is available prior to the religious holy day, to the Manager of Human Resources responsible for Elementary Occasional Teachers through the Principal. Long-Term Occasional Teachers are limited to a maximum of three (3) days with pay. Days in excess of three (3) days will be without pay.

(b) Pregnancy and Parental Leave

See [Central C11.2 – Pregnancy Leave](#)

Pregnancy and Parental Leave shall be granted as provided by the *Ontario Employment Standards Act* and the regulations established thereunder.

(c) Family Care

A Long-Term Occasional Teacher shall be entitled to a family care leave with pay for up to two (2) school days per year.

(d) Leave for Union Business

(i) At the request of the Union, the Board shall grant release days for member(s) of the Union to represent the Union on Federation business.

(ii) The Union shall reimburse the Board for any costs associated with the release of the member. The occasional teacher(s) shall continue to accumulate teaching experience for the period of leave.

(e) Fifth Disease

(i) When a case of Fifth Disease in the school is known to the principal, he or she shall notify the school staff. Long Term Occasional Teachers who may have been exposed to Fifth Disease, for whom the exposure is a concern, will be released with pay for the remainder of the school day to allow the Long Term Occasional Teacher an opportunity to consult with the Long Term Occasional Teacher's physician. If a pregnant Long Term Occasional Teacher or partner of a pregnant woman is advised by her or his physician not to attend the workplace where there is a known case of Fifth Disease, the Long Term Occasional Teacher has the option to remain at home with loss of sick leave, or to be relocated to an alternative workplace where Fifth Disease has not been reported.

(ii) If a Long Term Occasional Teacher wishes to be relocated, the Long Term Occasional Teacher must make the request in writing, including a doctor's note, to Human Resources. In the interest of time, the request may be made verbally, with written follow-up.

(iii) The Long Term Occasional Teacher who wishes to be relocated will remain at home with no loss of sick leave until a reassignment is made. The reassignment will continue until twenty (20) days have passed since the last reported case, or such lesser time as the Long Term Occasional Teacher requests.

(f) Severe Weather

When a Long Term Occasional Teacher is unable to reach the Long Term Occasional Teacher's place of employment from the Long Term Occasional Teacher's residence because of weather conditions, severe enough to make it impossible for the Long Term Occasional Teacher to be present, there will be no pay deduction.

L13.06 Lunch Period

Each full-time Occasional Teacher shall have a forty (40) minute uninterrupted lunch period free of assigned teaching, assigned supervisory duties and other assigned duties with the exception of duties assigned during an emergency.

L13.07 Travel

The Board shall reimburse, at the Board's current rate per kilometer, each Occasional Teacher who is required to travel between two or more schools or locations within the Board's jurisdiction, if the teacher the Occasional Teacher is replacing normally receives the allowance.

Note: Subject to [Central Terms C6.0](#) and [Letter of Agreement #6](#) and [Appendix A](#)

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

L13.08 A Long-Term Occasional Teacher shall be entitled to enroll in the Waterloo Region District School Board Benefit Plan provided that the Occasional Teacher pays the full cost for benefits and that the Occasional Teacher has worked a minimum of sixty (60) days in a Long-Term Occasional Teacher position. The Occasional Teacher may continue benefit coverage in future school years provided he/she continues to pay 100% of the premium.

L13.09 In all cases where a Long Term Occasional Teacher receives pay, the time for which the Long Term Occasional Teacher is paid shall be treated in all other aspects as if it were time worked. Such time shall be included for purposes of calculating benefit entitlement, seniority, teaching experience, sick leave, and shall not interrupt the continuity of the assignment.

L13.10 Unscheduled Leaves

Employees who are unable to return to work following the Summer Break, December Break, March Break or a leave due to issues and/or delays with personal travel plans, the Board will grant the Teacher a leave of absence without pay to cover the unscheduled/unauthorized absence.

ARTICLE L.XIV - GRIEVANCE/ARBITRATION PROCEDURE

L14.01 TYPES OF GRIEVANCES:

- (a) Individual Grievance: A grievance relating to a particular Occasional Teacher, launched by the Local on behalf of that Occasional Teacher if requested to do so in writing by the Occasional Teacher. The relief sought in the grievance shall relate to that person only.
- (b) Group Grievance: A grievance relating to a listed group of Occasional Teachers, launched by the Local on behalf of those Occasional Teachers. The relief sought in the grievance shall relate only to those listed Occasional Teachers.
- (c) Policy Grievance: A grievance concerning an alleged violation of the Collective Agreement which could not be grieved as either an individual or a group grievance, launched by the Local on behalf of its members.

L14.02 (a) Definition

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

(b) Recognition

The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance/arbitration procedure.

L14.03 Informal Stage

The Occasional Teacher, or group of Occasional Teachers, will attempt to resolve a grievance by informal discussion with an appropriate supervisor prior to initiating the formal grievance.

L14.04 Formal Stage

Step 1

- (a) The Union shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been

violated, indicate the relief sought and signed by the Union representative. The Union shall submit the grievance to the Superintendent of Instruction or the Superintendent of Human Resource **Services** as appropriate, or designate, within twenty-five (25) teaching days from the time the Union became or should reasonably have become aware of the circumstances giving rise to the grievance.

- (b) The Superintendent of Instruction or the Superintendent of Human Resource **Services** as appropriate, or designate, shall meet with the grievor(s) and/or Union representative(s) within ten (10) teaching days from the receipt of the grievance. The Superintendent or designate shall forward a written decision to the Union within five (5) teaching days of such meeting.

L14.05 Step 2

Failing settlement at Step 1, the Union shall submit, in writing, the grievance, together with reasons for the submission to the Director of Education or designate within five (5) teaching days of receiving the decision at Step 1. The Director of Education or designate(s) shall meet with the Union within ten (10) teaching days from the receipt of the grievance and shall forward a written decision to the Union within five (5) teaching days of such meeting.

L14.06 Step 3

- (a) Failing settlement at Step 2, the Union may, within fifteen (15) teaching days of receiving the written decision at Step 2, notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the party's appointee to the arbitration board. The recipient of the notice shall, within ten (10) teaching days, inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of its appointee to the arbitration board.
- (b) Where two appointees are so selected they shall, within ten (10) teaching days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time allowed, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.
- (c) The single arbitrator of the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties.
- (d) Each of the parties of the arbitration shall jointly bear the expenses of the arbitrator(s). Each party shall be responsible for their own expenses and costs of the arbitration.

L14.07 No Occasional Teacher who is required to be in attendance at any stage of the grievance/arbitration procedure shall be detrimentally affected with respect to any provision in this Collective Agreement.

L14.08 (a) All time limits fixed herein for the grievance procedure may be extended only upon written consent of the parties.

(b) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.

(c) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.

ARTICLE L.XV – JUST CAUSE

L15.01 No occasional teacher shall be discharged, dismissed, disciplined in any way, have his or her name removed from the **Roster**, or fail to be assigned work as a result of performance or conduct, without just and sufficient cause. Such cause shall be communicated in writing.

ARTICLE L.XVI –LOCAL RIGHTS

L16.01 A member who has been summoned to a meeting or who has formally requested a meeting for the purpose of discussing a professional difficulty shall be entitled to have Bargaining Unit representatives present.

L16.02 The parties agree there will be no discrimination practiced against members contrary to Human Rights code, nor based on membership in the Local.

L16.03 The Bargaining Unit shall be allowed to carry out Union business on the Board's premises at reasonable times and in reasonable locations.

L16.04 The Board shall provide the Local with access to the Board's courier.

L16.05 The Board shall provide to the Waterloo Region Occasional Teachers' Local bulletin board space in each elementary school for the posting of the Waterloo Region Occasional Teacher Local Newsletter and meeting or workshop notices.

L16.06 Access to email accounts shall be in accordance with the procedures outlined by the Board. All Occasional Teachers on the Roster will be provided with a Board email account.

ARTICLE L.XVII - ACCESS TO PERSONNEL FILE

- L17.01** The Occasional Teacher shall have access to their personnel files during normal business hours. A prior request for access will be made by the Occasional Teacher.
- L17.02** An Occasional Teacher may receive a copy of any material in the file.
- L17.03** An Occasional Teacher who disputes the accuracy or completeness of any information in the personnel file, may make application in writing to the Board to have the information corrected. A copy of the Occasional Teacher's letter will be placed in the Occasional Teacher's file.
- L17.04** Letters of discipline and related material shall be removed three (3) years after the date the letter was placed in the file provided there has been no intervening disciplinary action for the same or similar concern.

ARTICLE L.XVIII –ABSENCE COLLECTION/DEPLOYMENT SYSTEM

- 18.01** The parties agree to meet at the request of either party, and in any event, at least once per school year, to review the design and operation of the **Board's Absence Collection/Deployment** system.

ARTICLE L.XVIX – OCCUPATIONAL HEALTH AND SAFETY

- L19.01** The parties agree to the rights and responsibilities as outlined in the "Multi-Workplace Joint Health and Safety Committee" Order of February 28, 2000. When a dispute arises, the parties agree to follow the provisions in the *Occupational Health and Safety Act* in order to resolve the matter.

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.

- L19.02** The Parties agree that it is the Board's obligation to provide a safe and healthy workplace environment as provided for in the Occupational Health and Safety Act.
- L19.03** The Board will follow the provisions regarding Work Refusal as provided for in the Occupational Health and Safety Act.
- L19.04** Any incident of violence shall be reported on an Accident Report Form forwarded to the attention of the Joint Health and Safety Committee.

ARTICLE L.XX – POSTING OF LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

See Central Agreement – [Letter of Agreement #2](#)

L20.01 Only Occasional Teachers currently on the Occasional Teacher List, who are Qualified, non-probationary and in good standing with the Ontario College of Teachers, may apply to posted Long Term Occasional positions.

L20.02 Long Term Occasional Teachers in an assignment of less than full time may apply to Long Term Occasional postings to increase their LTO FTE to a maximum of 1.0 provided the timetables of the two positions do not conflict and at no cost to the Board for travel time.

L20.03 All Long Term Occasional teaching positions that continue until the last day of school in June will have an end date of the last school day in June.

L20.04 A copy of those applicants who applied to a position shall be available to the Local Occasional Teacher President upon request.

Occasional Teacher interviews may occur during the school day, on weekends and holidays only with the mutual consent of the Occasional Teacher and Principal. Otherwise, all interviews will occur outside of the school day. When an interview time is offered outside of the school day, the Occasional Teacher is expected to attend the interview or will be deemed to have been offered an interview and declined. The Board agrees to consider exceptional Human Rights related and unforeseen emergency circumstances where an Occasional Teacher cannot attend the interview.

L20.05 Long Term Occasional Teachers shall be provided with a minimum of two (2) weeks written notice prior to the termination of a Long Term Occasional assignment. Such termination may only occur if the absent teacher returns to their position prior to the original known end date of their leave.

ARTICLE L.XXI – MEDICAL PROCEDURES

L21.01 The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that subjects the Occasional Teacher to injury or liability.

ARTICLE L.XXII – PROFESSIONAL DEVELOPMENT

L22.01 All Occasional Teachers will have access to Board sponsored professional development activities and in-service training as it relates to elementary teaching, provided space is

available. Any fees charged for a professional development activity or in-service program will be paid by the Occasional Teacher. The Board is under no obligation to notify Occasional Teachers of up-coming professional development activities or in-service training.

L22.02 A Long-Term Occasional Teacher who is scheduled to work during a period when there is a professional activity day shall be paid for the day and will be required to participate in the scheduled professional activity sessions, including the professional activity day held on the last school day of the year.

ARTICLE L.XXIII – FEDERATION LEAVE

L23.01 The President of the Local or designate **and up to one (1) additional FTE** shall be granted a leave of absence. The Union will reimburse the Board for any employment costs associated with the leave(s). For the period of the leave(s) the **released member(s)** will accumulate seniority and experience credit. The calculation of seniority and experience credit shall be retroactive to September 1, 2000. The designate(s) filling the position(s) herein shall be treated for all purposes, including but not limited to the payment of salary at grid and teaching experience as if employed as a Long-Term Occasional Teacher. The designate(s) filling the position(s) shall be paid through the board's payroll service. It is the responsibility of the designate(s) to adhere to Articles L12.02, L12.03 and L12.04.

ARTICLE L.XXIV – RIGHTS AND RESPONSIBILITIES

L24.01 Both parties to this agreement recognize that, subject to this agreement, it is the sole right and responsibility of the District School Board to operate and manage the affairs of the District School Board in accordance with the statutes and regulations of Ontario.

The parties agree that there shall be no discrimination nor harassment practiced against teachers on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability or by reason of membership in the Bargaining Unit.

ARTICLE L.XXV – PERMANENT ELEMENTARY TEACHING POSITIONS

See Central Agreement – [Letter of Agreement #2](#)

ARTICLE L.XXVI – RECORD OF EMPLOYMENT/ EMPLOYMENT INSURANCE

- L26.01** (a) The Record of Employment (ROE) for Short Term and Long Term Occasional Teachers will be submitted electronically in accordance with Service Canada Guidelines.
- (b) Effective September 1, 2009, for the purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

**Letter of Understanding
Professional Development**

The Board agrees to provide \$3,000.00 per year for the school years 2015-2016, 2016-2017 to be used for the purpose of facilitating Professional Development for Elementary Occasional Teachers to support student achievement and well-being.

**Letter of Understanding
LTO Report Cards**

At the end of an LTO assignment if requested by the Principal to return to the school to enter report card data, and the Occasional Teacher agrees to return, the Occasional Teacher shall be paid the daily Occasional Teacher rate for 1 day. Should the Principal deem it necessary for additional days, such request shall be approved by the Manager of Human Resources responsible for the employee group.

**Letter of Understanding
Unpaid Days**

An LTO in an assignment greater than eighty (80) instructional days or four (4) months in duration, will be eligible to take up to two (2) full unpaid days during the term of their LTO assignment. Such days shall not be split into partial days and cannot be carried from assignment to assignment. Requests for these days must be made in writing on the Board Request for Leave of Absence Form and submitted to the Human Resources department with a minimum of two (2) weeks prior to the leave commencing.

**Letter of Understanding
Responsibility Allowance**

The Board shall pay a responsibility allowance to the President of the Union as determined by the Union. The Union shall communicate such allowance to the Board in writing annually. The Union shall reimburse the Board for the full cost of the allowance.

SIGNATURES

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this ____ day of _____, 2017.

FOR THE WATERLOO REGION
DISTRICT SCHOOL BOARD:

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

Chairperson of the Board

President, WROT

Director of Education and Secretary to
the Board

1st Vice-President - WROT

Superintendent, Human Resource
Services

2nd Vice-President– WROT

Senior Manager, Human Resource
Services

Collective Bargaining – Team Member

Manager, Human Resource Services

Collective Bargaining - Team Member