Provincial Bargaining and the ETFO Memorandum of Understanding

On June 12, 2013, ETFO achieved a tentative Memorandum of Understanding (MOU) with the provincial government that would override and improve the terms imposed by Bill 115. Acceptance of the ETFO MOU was conditional upon its approval by ETFO members through a province-wide vote.

From June 17 to June 23, 2013, ETFO members participated in a province-wide online vote to decide whether the ETFO MOU should be accepted or not accepted. Ninety-one percent of members who participated in the vote cast ballots in favour of the ETFO MOU. An overview of ETFO MOU terms is attached to this Provincial Takeover Bulletin for your reference. A complete copy of the ETFO MOU can be viewed and downloaded at:

http://www.etfo.ca/bargainingandagreements/ETFOmou/

Bargaining Between Waterloo Region Occasional Teacher Local and Waterloo Region District School Board

The ETFO MOU called for a period of local bargaining immediately following the ratification vote. Any locally bargained changes to the collective agreement were to be appended to, and form part of, the existing local collective agreement.

On September 30, 2013, a Memorandum was signed by ETFO and the Waterloo Region District School Board to append both locally bargained items and ETFO MOU provisions to the local collective agreement. The Memorandum, which includes a list of locally bargained items, is attached to this Provincial Takeover Bulletin for your reference.

What Does the 2012-2014 Waterloo Region Occasional Teacher Local Collective Agreement Look Like?

As you know, the 2012 round of bargaining did not result in a freely negotiated collective agreement. Instead, the government imposed collective agreement terms through the Putting Students First Act (i.e., Bill 115), terms that ETFO was later able to improve through the ETFO MOU.
For the sake of convenience, it might have been useful to consolidate all of the terms and conditions imposed on ETFO members to create one new Waterloo Region Occasional Teacher Local "collective agreement" for the 2012-2013 and 2013-2014 school years. That would have meant combining language from the following list of documents:

- The Waterloo Region Occasional Teacher 2008-2012 collective agreement;
- the ETFO MOU;
- the Memorandum between ETFO and Waterloo Region District School Board;
- the OECTA MOU;
- regulations made by the government under Bill 115 and the Education Act.

But creating a consolidated document from this list and calling it a "collective agreement" would give the 2012 round of bargaining a level of legitimacy that many Waterloo Region Occasional Teacher Local members – and ETFO members across the province - would object to.

For that reason, we will not be preparing or agreeing to a consolidated "collective agreement" prepared by the Board. We will rely on the terms of the expired agreement, as amended by law, and by our Memorandum with the Waterloo Region District School Board, which amended the imposed collective agreement to include relevant terms of the ETFO MOU and locally bargained items.

Maintaining separate documents, rather than consolidating these documents into a single "collective agreement", in no way affects ETFO's ability to enforce the terms of either the collective agreement or the ETFO MOU.

ATTACHMENTS:

1. Overview of ETFO MOU Improvements to Imposed Conditions
2. Memorandum Between ETFO and Waterloo Region District School Board
WATERLOO REGION DISTRICT SCHOOL BOARD

AND

WATERLOO ELEMENTARY OCCASIONAL TEACHER BARGAINING UNIT

THE PARTIES AGREE to amend the collective agreement imposed by Order in Council dated January 2, 2013 as follows:

1. The items agreed to by the parties in local bargaining as set out in Schedule "A" are appended to and form part of the collective agreement;

2. The following provisions of the MOU entered into between ETFO and the Government of Ontario dated June 12, 2013, as stipulated in paragraph 2 are appended to and form part of the collective agreement:

   • Maternity Benefits p. 3
   • Sick leave/Short Term Sick Leave Disability Plan pp. 4-7
   • Long Term Disability pp. 8-12
   • Voluntary Unpaid Leave of Absence Program for All Bargaining Units p. 13
   • Unpaid Days and Offsetting Measures for Teacher Bargaining units p. 14
   • Reconciliation for Teacher Bargaining Units p. 15
   • Attendance Recognition p. 16
   • Specialized Job Classes p. 17
   • Job Security for Support Staff p. 18
   • Non-Vested Retirement Gratuity for Employees/Vested Retirement Gratuity for Employees p. 19

In the event of any conflict between the above noted provisions of the MOU and other provisions of the collective agreement the provisions of the MOU prevail.

Dated at Kitchener, Ontario this 30th day of September, 2013

For the Employer

For the Union

Mary Karchewsky
MEMORANDUM OF AGREEMENT

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD

-And-

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
- OCCASIONAL TEACHERS' LOCAL

Effective September 1, 2013, the parties agree pursuant to Section 58, Subsection 5, of the Labour Relations Act, 1997, to amend the following Articles:

ARTICLE IV - DEFINITION AND SCOPE

Effective August 31, 2008

4.04 "Long-Term Occasional Teacher" means a teacher who is required to teach under Section 4.01 for a period of thirteen (13) or more consecutive teaching days in the same assignment.

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

(b) During the thirteen day continuous period, absences for professional activities, professional development days or Federation supported leave days or inclement weather will not break the continuity, but they will not be included as part of the thirteen day continuous period.

4.04 (a) "Long-Term Occasional Teacher" means a teacher who is required to teach under Section 4.01 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.
ARTICLE VIII - OCCASIONAL TEACHERS' LIST

8.03 An occasional teacher shall notify Human Resources, **Delete (in-writing) electronically through iMenu**, of any change of address and/or telephone number required by the Board to contact the occasional teacher regarding teaching assignments.

ARTICLE X – PROVISION OF INFORMATION

10.01 The Board agrees to provide **Delete (new) 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.

10.04 **Delete (The Board agrees to provide the Local President with an alphabetical list of Occasional Teachers, which includes the number of short term assignments and long term assignments by September 30th of each school year for the previous school year)**

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 XIII - LEAVE PLANS - LONG-TERM OCCASIONAL TEACHERS

13.04 **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 **Delete (medical) public health authorities** from attending upon the teacher's duties.

13.05 **Other Leaves**

(a) **Leave for Religious Holy Days**
Access for a Long-Term Occasional Teacher to 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 teacher must give one (1) month's 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.

(f) **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.

13.10 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 XIV - GRIEVANCE/ARBITRATION PROCEDURE

14.04 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 Assistant Superintendent of Human Resource(s) 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 Assistant Superintendent of Human Resource(s) 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.

16.06 All Occasional Teachers on the Board's Roster shall have access to a WaterWorks account in accordance with the procedures outline in the Administrative Services Manual.

Delete

Letter of Understanding
Professional Development

The Board agrees to provide $3,000.00 per year for the school years 2009-2010, 2010-2011, and 2011-2012 to be used for the purpose of supporting Professional Development of Elementary Occasional Teachers.
Letter of Understanding
Professional Development

The Board agrees to provide $1,500.00 per year for the school years 2012-2013, 2013-2014 to be used for the purpose of supporting Professional Development of Elementary Occasional Teachers.

Delete:

Letter of Understanding
Electronic Communication

The parties agree to establish a joint committee to discuss the feasibility of granting electronic member information to the Elementary Occasional Teacher Executive in order that the Executive may generate, at any time, reports related to their members. The parties agree to review the data requested, which may include, but not be limited to:

a) An alphabetized list of all Occasional Teachers which includes name, address, phone number and OCT qualification.

b) An alphabetized list of all Long-Term Occasional Teachers which includes names, Employee Identification, location, start date, end date and FTE.

c) An alphabetized list of all Occasional Teachers in short-term assignments and the number of days worked.

d) The number of all fail-to-fill positions.

e) The number of days worked by all short-term Occasional Teachers according to retired and non-retired members.

f) The number of days worked by all part-time teachers on the Occasional Teacher list.

g) An alphabetized list of all Occasional Teachers on leave.

h) The locations, dates and times filled by all unqualified teachers.

i) An alphabetized list of all Occasional Teachers which includes the total number of short-term assignments and long-term assignments.

j) A list of all Occasional Teachers who have been removed from the list.

The committee shall be composed of up to three (3) representatives from the Elementary Occasional Teachers' Local and up to three (3) representatives from the Board. The committee shall report joint recommendations along with corresponding language changes, if any, to the Superintendent of Human Resources Services or designate and to the Elementary Occasional Teacher Executive no later than December 15, 2009. The committee shall commence its deliberations no later than September 15, 2009.
Delete:

**Letter of Understanding**

**Evaluations**

The parties agree to establish a joint committee to discuss the development of an evaluation process for Occasional Teachers.

The committee shall be composed of up to four (4) representatives from the Occasional Teachers' Local and up to four (4) representatives from the Board. The topics for discussion may include but not be limited to:

a) Eligibility for evaluation (Occasional Teachers in short and/or long term assignments);

b) Which personnel of the Board will conduct the evaluation process;

c) The development of the process to be used for evaluations, including but not limited to, the evaluation criteria, pre-evaluation meeting, evaluation, post-evaluation meeting, completion of the evaluation tool, distribution of copies, and follow-up for evaluations that require improvement.

The committee shall report joint recommendations along with corresponding language changes, if any, to the Superintendent of Human Resources Services or designate and to the Elementary Occasional Teacher Executive by February 28th, 2010. The committee shall commence no later than November 1st, 2009.

DATED at Kitchener, Ontario this 30th day of September, 2013.

Signed and agreed on behalf of the Waterloo Region District School Board

Signed and agreed on behalf of the Elementary Occasional Teachers' Federation (ETFO)

[Signatures]
OVERVIEW OF ETFO MEMORANDUM OF UNDERSTANDING (MOU)

IMPROVEMENTS TO IMPOSED CONDITIONS

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| Addressing the ETFO Salary Penalty | • Effective September 1, 2014, elimination of the 2% salary penalty for ETFO teachers  
• Effective September 1, 2014, all teacher salaries in Ontario will be funded on the same basis  
• Effective September 1, 2014, ETFO teacher salary grids will be adjusted to reflect what they would otherwise have been except for the salary penalty  
• Adjusted grids will be the basis for any future bargaining to replace collective agreements expiring on August 31, 2014 |
| Sick Leave and Short Term Leave and Disability Plan (STLDP) | • Elimination of 3rd party adjudication  
• No reference to school board Attendance Management programs or Disability Management Teams  
• Elimination of the option of paying 66.67% salary  
• Eligibility improved to include:  
  ✓ All members previously entitled to sick leave;  
  ✓ Members in a term or long-term assignment; and  
  ✓ Any other full-time employee (defined as greater than 24 hours per week)  
• Permanent employees:  
  ✓ 11 sick days at 100% salary;  
  ✓ 120 days short term sick leave at 90% salary; and  
  ✓ Unused sick days may be carried over to the next school year for the purpose of topping up short term sick leave to 100% salary  
• Members in long-term assignments:  
  ✓ 11 sick days at 100% salary, pro-rated for assignments that are less than a full school year; and  
  ✓ 60 days short term sick leave at 90% salary, pro-rated for assignments that are less than a full school year |
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| Maternity Benefits | • Effective May 1, 2013  
• Eligibility significantly improved to include:  
  ✓ All members previously entitled to maternity leave benefits;  
  ✓ Members in a term or long-term assignment; and  
  ✓ Any other full-time employee (defined as greater than 24 hours per week)  
• 8 weeks, guaranteed at 100%, paid for the entire 8-week period throughout the course of the entire calendar year  
• Superior entitlements apply  
• Optional alternative of 6 weeks at 100% plus meshing of superior entitlements, if the bargaining unit so chooses |
| Future Grids | • Government to consult with stakeholders to review employee salary grids  
• Guarantee that no changes to salary grids will be imposed by the government |
| Voluntary Unpaid Leave of Absence Program (VLAP) | • Available to all ETFO bargaining units  
• Up to 5 unpaid leave days each year (not first week of school, student assessment periods and parent reporting days)  
• Requests for leave shall not be unreasonably denied  
• Net savings to be applied to Offsetting Measures (see below) |
| Unpaid Days and Offsetting Measures – Teacher Bargaining Units | • No unpaid day on October 11, 2013  
• Offsetting measures to avoid an unpaid day on March 7, 2014:  
  ✓ Voluntary Unpaid Leave of Absence Program;  
  ✓ Efficiencies in delivery of professional development for October 11, 2013 PD Day;  
  ✓ Possible mid-year Early Retirement Incentive Plan of $5000; and  
  ✓ Other local cost-saving measures agreed to by mutual consent  
• One mandatory unpaid day for ETFO teacher bargaining unit members on Friday, December 20, 2013  
• No unpaid days for non-teacher bargaining unit members |
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| Attendance Recognition | • ETFO members of teacher bargaining units who use fewer than 6 sick days in 2013/2014 (as of June 30, 2014) will receive the equivalent of a full day's pay  
• All other ETFO members who use fewer than 6 sick days in 2013/2014 (as of June 30, 2014), and who have taken a VLAP day will receive the equivalent of a full day's pay |
| Regulation 274 – Hiring Practices | • No changes to Reg. 274/12 that apply to ETFO members without the agreement of ETFO and the school boards  
• Committee of ETFO, school boards and Ministry to review Reg. 274/12 Hiring Practices with a view to establishing hiring practices and implementation procedures agreeable to the parties and/or to establish best practices for occasional teacher allocation and development |
| Non-Vested Retirement Gratuities | • Members who previously had a retirement gratuity but did not meet the minimum service requirement, or 10 years, will receive a wind-up payment no later than August 31, 2013  
• Improved formula to calculate the amount of the wind-up payment |
| Job Security – Support Staff | • No lay-offs unless due to declining enrolment, reduction in government funding specific to a program, or catastrophic events  
• Consultation with ETFO on alternative measures in order to avoid layoffs  
• Minimize necessary layoffs through attrition  
• Superior provisions prevail |
<p>| Specialized Job Class Salary Adjustment | • Salary adjustments for particular specialized job classes may be negotiated in accordance with current collective agreement language |</p>
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| **Workload Study**    | • Researcher, selected in consultation with ETFO, will conduct a study of provincial and local educational initiatives and student assessment, with a focus on student achievement, teacher workload and teacher professionalism  
• Report with recommendations to be provided by December 31, 2013  
• No new provincial initiatives during the course of the review without prior consultation with ETFO and the researcher  
• Ministry commitment to ensure the implementation of PPM 155 and its direction on the selection and use of diagnostic assessment tools |
| **Health and Safety** | • Health and safety task force to be established by June 30, 2013, with representation from ETFO, school boards, Ministry of Education and Minister of Labour  
• Task force to examine health and safety issues confronting ETFO members, with recommendations by December 31, 2013  
• Task force to consider the establishment of a Section 21 Committee for education sector stakeholders under the Occupational Health and Safety Act |
| **Long Term Disability** | • ETFO to be the policy holder of a provincial LTD plan, administered by OTIP  
• Mandatory for all teacher bargaining unit members  
• ETFO to determine the design, terms and conditions, and selection of carrier  
• Plan to commence Sept. 1, 2013 |
<p>| <strong>Provincial Benefits Plan</strong> | • ETFO will be invited to be a full and equal participant in any working group established to investigate the creation of a Provincial Benefits Plan |</p>
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| Local Bargaining           | • Agreed ETFO provincial items, without amendment, appended to the existing local collective agreement  
                          | • Local bargaining to be completed by August 29, 2013 (3 to 6 days per bargaining unit)  
                          | • Previously language agreed in writing to be appended to the local collective agreement |
| Implementation Committee   | • Creation of Implementation Committee, including ETFO representation, to make decisions on interpretation and implementation  
                          | • Committee discussions do not affect the grievance process as outlined in the collective agreement |