



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**Elementary Teachers' Federation of Ontario  
Bluewater Local Occasional Teachers**

**AND**

**BLUEWATER DISTRICT SCHOOL BOARD**

**EFFECTIVE**

**SEPTEMBER 1, 2019 TO AUGUST 30, 2022**

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## **C1.00 Structure AND ORGANIZATION of Collective Agreement**

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

- a) 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.

### **C1.2 Implementation**

- a) 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 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**

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

## **C2.00 Definitions**

- C2.1** The “Central Parties” shall be defined as the Employer bargaining agency, the Council of Trustees’ Association (CTA) and the employee bargaining agency, the Elementary Teachers’ Federation of Ontario (ETFO), each being a “Central Party”)

The Elementary Teachers' Federation of Ontario (ETFO) refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014*, as amended (SBCBA) for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The Council of Trustees' Associations (CTA) refers to the designated Employer bargaining agency pursuant to subsection 21 (6) of the SBCBA for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The CTA is composed of:

1. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
2. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

**C2.2** "Term assignment" means, in relation to an employee,

- i. a term assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment.

**C2.3** "Casual Employee" means,

- i. a casual employee within the meaning of the local collective agreement,
- ii. if clause (a) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. if clauses (a) and (b) do not apply, an employee who is not regularly scheduled to work.

## **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**

- a) In accordance with Section 41(1) of the SBCBA, the term of this collective agreement, including central terms and local terms, shall be for a period of three years from September 1, 2019 to August 31, 2022.

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

- a) 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**

- a) 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**

- a) In accordance with Section 42 of the SBCBA, 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 SBCBA, 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, 1995*, as amended.
- b) Notice to commence bargaining shall be given by a central party:
  - i. within ninety (90) days of the expiry of the collective agreement; or
  - ii. within such greater period agreed upon by the Parties; or
  - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.
- d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

### **C4.00 Central Grievance Process**

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the SBCBA, central matters may also be grieved locally, in which case local grievance processes will apply.

#### **C4.1 Definitions**

- i) 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.
- ii) The “Central Parties” shall be defined as the Council of Trustees’ Association (CTA) and the Elementary Teachers’ Federation of Ontario (ETFO), each being a “Central Party”).
- iii) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- iv) For the purpose of the Central Grievance Process only “days” shall mean school days.

#### **C4.2 Central Dispute Resolution Committee**

- i) There shall be established a Central Dispute Resolution Committee (Committee), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- ii) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- iii) The Central Parties shall each have the following rights:
  - a. To file a dispute as a grievance with the Committee.
  - b. To engage in settlement discussions.
  - c. To mutually settle a grievance in accordance with iv) a., below.
  - d. To withdraw a grievance.
  - e. To mutually agree to refer a grievance to the local grievance procedure.
  - f. To mutually agree to voluntary mediation.
  - g. To refer a grievance to final and binding arbitration at any time.
- iv) The Crown shall have the following rights:
  - a. To give or withhold approval to any settlement by CTA.
  - b. To participate in voluntary mediation.
  - c. To intervene in any matter referred to arbitration.
- v) 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.
- vi) 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.

- vii) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

#### **C4.3 The Grievance Shall Specify:**

- i) Any central provision of the collective agreement alleged to have been violated.
- ii) The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii) A detailed statement of any relevant facts.
- iv) The remedy requested.
- v) A grievance under this provision is not invalidated as a result of a technical deficiency under 4.3 i), ii), iii) or iv), above.

#### **C4.4 Referral to the Committee**

- i) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- ii) A central party shall refer the grievance to the Committee 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.
- iii) The Committee shall complete its review within ten (10) days of the grievance being filed.
- iv) 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.
- v) All timelines may be extended by mutual consent of the Central Parties.



## **C4.5 Mediation**

- i) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- ii) 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.
- iii) Timelines shall be suspended for the period of mediation.

## **C4.6 Arbitration**

- i) Arbitration shall be by a single arbitrator.
- ii) The Central Parties shall select a mutually agreed upon arbitrator.
- iii) 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.
- iv) The Central Parties may refer multiple grievances to a single arbitrator.
- v) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

## **C5.00 Provincial Benefits plan**

The Parties have agreed to include in a historical appendix LOA #15 (Benefits) of the 2014-17 Agreement on Central Terms.

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

### **C5.1 ELHT Benefits**

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

Post Participation Date, the following shall apply:

## **C5.2 Eligibility and Coverage**

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

## **C5.3 Funding**

- a) As agreed to as part of the Central Terms executed on November 2, 2015, between the Crown, OPSBA and ETFO, a reconciliation process shall take place based on the financial results for the year ending on August 31, 2020, equal to the lesser of the total cost of the ETFO-EW plan per FTE and \$5,100 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2020.
  - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2020. The Parties agree that the ETFO ELHT will bear the cost of producing these audited financial statements for the Parties.
  - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the ETFO ELHT for ETFO education workers per the August 31, 2020, audited financial statements, excluding any and all costs related to retirees and optional employee benefits. The Parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes. The total cost excludes retiree costs and optional employee benefit costs.
- b) The funding outlined in c) shall be conditional on no enhancement being made to the ETFO-EW Benefits Plan over the term of the agreement equivalent to an annual increase of greater than 1% of total benefits costs as defined in a) ii) or any reductions to existing premium share or the introduction of a premium holidays. For clarity, the total value of all

plan enhancements made up to August 31, 2022, shall not exceed 1% of the annual ETFO-  
EW Benefits Plan costs for the year in which the enhancement is made. The ETFO ELHT  
trustees shall provide the sponsoring parties information that confirms the cost of the  
increases, at the ETFO ELHT's expense, should any of the sponsoring parties request it.

- c) If the audited financial statements for the year ending December 31, 2021, report net assets below 8.3% of the total cost of the ETFO Education Workers Benefits Plan due to inflation for that year as defined in a) ii), the reconciliation rate under a) will be increased by 3% retroactive to September 1, 2021.
- d) The annual per FTE funding amounts determined through the reconciliation process will be increased by 12% to reflect inflationary increases effective on August 31, 2022. For clarity, should c) be triggered then the reconciled rate under a) shall be increased by a further 9%.

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

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H – staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions will be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

#### **C5.5 Benefits Committee**

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

## **C5.6 Privacy**

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

## **C5.7 Benefits not provided by the ETFO ELHT**

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

## **C5.8 Payment in Lieu of Benefits**

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

## **C6.00 Central Labour Relations Committee**

- 6.1 The Council of Trustees' Association (CTA) 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.
- 6.2 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.
- 6.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- 6.4 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.

- 6.5 The committee shall include four (4) representatives from ETFO and four (4) representatives from the CTA. The Parties agree that the Crown may attend meetings.
- 6.6 ETFO and CTA representatives will each select one (1) co-chair.
- 6.7 Additional representatives may attend as required by each party.

## **C7.00 Sick leave**

### a) Sick Leave Benefit Plan

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

### b) Sick Leave Days

Subject to paragraphs d) i-vi below, permanent employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees 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 employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees 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. An employee 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 an employee 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 employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be

provided to the employee until the employee has completed eleven (11) consecutive working days at their full FTE without absence due to illness.

- iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
  - v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
  - vi. Where a regular/permanent employee is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use any unused sick/short-term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.
- e) Short-Term Leave and Disability Plan Top-up
- i. Employees 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 employees 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 Employees in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to employees in a Term Assignment:

- i. Employees in a Term 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. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
  - ii. Employees in a Term 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 Term Assignment compared to the full working year of their classification in accordance with the allocation in (i) above.
  - iii. Where the length of the Term 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. An employee on a Term Assignment who works more than one Term Assignment in the same school year may carry forward Sick leave and STLDP from one Term Assignment to the next, provided the assignments occur in the same school year.
- g) Administration
- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the employee to access sick leave or STLDP.
  - ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
  - iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
  - iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

## **C8.00 STATUTORY LEAVES OF ABSENCE/SEB**

### **C8.1 Family Medical Leave or Critical Illness Leave**

- a. Family Medical Leave or Critical Illness Leave granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b. The employee will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c. An employee 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 an employee 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 employee must agree to provide payment for their share of the benefit premiums, where applicable.
- f. In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with a) to d) below, if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short-term disability plan.

### **C8.2 Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB)**

- a. The Employer shall provide for a permanent employee who accesses such leaves a SEB plan to top up their EI Benefits. The employee 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 employee would normally be paid. The SEB plan pay will be the difference between the gross amount the employee receives from EI and their regular gross pay.
- b. Employees in a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- c. SEB payments are available only to supplement EI Benefits during the absence period as specified in this plan.
- d. The employee must provide the Board with proof that he/she has applied for and is in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.



### **C8.3 Maternity Benefits (SEB Plan)**

- a. The Employer shall provide for permanent and long-term occasional employees a SEB plan to top up their EI Benefits. The employee who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2011*, as amended, during such period. There shall be no deduction from sick leave or the Short-Term Leave Disability Program (STLDP).
- b. Employees not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c. Employees filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d. Employees 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 employee must provide the Board with proof that she has applied for and is in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f. Eligible employees 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 employee 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 employee in accordance with the Board's payroll procedure.
- g. Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP.
- h. If an employee begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

### **C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

Where an employee works outside of regular working hours, all applicable provisions of the local collective agreement regarding approval processes, hours of work, overtime/lieu time, etc. shall apply.

## **APPENDIX A**

### **A. Sick Leave Credit-Based Retirement Gratuities (where applicable)**

- 1) An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- 2) If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee'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 Employee on August 31, 2012; and
  - b) the Employee's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of an Employee, 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 Employees 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 board, 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 Employee have 10 years of service with the board:
  - i. Hamilton-Wentworth District School Board

### **B. Other Retirement Gratuities**

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

**LETTER OF AGREEMENT # 1  
BETWEEN**

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

**AND**

**The Council of Trustees' Association  
(hereinafter called 'CTA')**

**AND**

**The Crown**

**Re: Status Quo Central Items**

The Parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2014-2017 local collective agreements. The issues listed below shall not be subject to local bargaining or to amendment by the local Parties.

Issues:

- Short Term Paid Leaves (number of days)
- Vacation Pay
- Statutory Holidays
- Paid Holidays
- Overtime
- Paid Lunch
- Long Term Disability
- Work Day (excluding scheduling)
- Work Week (excluding scheduling)
- Work Year (excluding scheduling)
- Professional/Preparation Time
- Allowances/Premiums (excluding percentage increase)

**LETTER OF AGREEMENT # 2  
BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**Re: Scheduled Unpaid Leave Plan**

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2020-2021 and 2021-2022 school years. Employees approved for SULP days shall not be replaced.

It is not the intention that SULP days be scheduled on days when role specific training or role specific professional development is scheduled.

For employees who work a 10-month year a School Board will identify:

- 1) two (2) Professional Activity days in each of the years outlined above that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a School Board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the school years listed above. These employees will be eligible to apply for up to two (2) days leave in each of these years.

The days will be designated by June 15, of the current school year for the upcoming school year. All interested employees will be required to apply, in writing, for leave by no later than September 30, of the current school year. Approval of the SULP is subject to system and operational needs of the Board and school. Approved leave days may not be cancelled or changed by the School Board or the employee. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the Employer will deduct the employee and Employer portion of pension premiums for the unpaid days and will remit same to OMERS.

The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the *Teachers' Pension Act* (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;

- ii) The government/Employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the *Pension Benefits Act* and *Income Tax Act*.

This Letter of Agreement expires on August 30, 2022.

**LETTER OF AGREEMENT # 3  
BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**Re: Job Security: Protected Complement**

1. Effective as of the date of central ratification (the "Protected Complement Date"), the Board undertakes to maintain its overall Protected Complement, except in cases of:
  - a. a catastrophic or unforeseeable event or circumstance;
  - b. a declining board/school enrolment;
  - c. school closure and/or school consolidation; or
  - d. funding reductions.
2. For the purpose of this Letter of Agreement, at any relevant time, the Board's overall Protected Complement is equal to:
  - a. FTE (excluding temporary, casual and/or occasional positions) as at the Protected Complement Date. (Memorandum note: the FTE number is to be agreed to by the Parties through consultation at the bargaining unit level)
  - b. minus any FTE attrition of bargaining unit members which occurs after the date of central ratification (Note: since FTE in (a) already excludes temporary, casual, and/or occasional positions, the reduction would be in permanent staff).

Reductions as may be required above shall only be achieved through lay-off after consultation with the union. Alternative measures may be considered by a board, which may include:

- c. priority for available temporary, casual and/or occasional assignments;
  - d. the establishment of a permanent supply pool where feasible; or
  - e. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
3. Where complement reductions are required pursuant to declining enrolment, such complement reductions shall occur at a rate not greater than the rate of student loss.

4. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).
5. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
6. Staffing provisions contained in the 2014-2017 collective agreements or the last collective agreement completed between the Parties with regard to surplus, bumping and recall will continue.
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Assistants/Technicians
  - b. DECEs
  - c. Custodians/Cleaners/Maintenance/Trades
  - d. Instructors
  - e. Counsellors
8. The Parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Agreement expires on August 30, 2022.

**LETTER OF AGREEMENT # 4  
BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**AND**

**The Crown**

**Re: Ability to Lock the Classroom Door**

School Boards will continue to ensure Education Workers have the ability to lock and unlock the classroom door.



**LETTER OF AGREEMENT # 5  
BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**Re: Professional Activity (PA) Days**

The Parties confirm that there will continue to be seven (7) PA days in each school year during the term of this collective agreement. There will be no loss of pay for ETFO members in accordance with local language (excluding casual employees). Notwithstanding, these days may be designated as Sulp days.

The Parties agree that one-half of one PA day in each school year during the term of this collective agreement will be designated for role specific training or role specific professional development for permanent employees.

**LETTER OF AGREEMENT # 6  
BETWEEN**

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

**AND**

**The Council of Trustees' Association  
(hereinafter called 'CTA')**

**AND**

**The Crown**

**Re: Provincial Committees**

The Parties agree that specific issues related to the work of the members of the ETFO Education Support Worker Central Table may be raised by ETFO on the following Provincial Committees, in accordance with the terms of reference of each committee:

- Ministry Initiatives
- Provincial Working Group on Health and Safety

**LETTER OF AGREEMENT # 7**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**AND**

**The Crown**

**RE: Online Reporting Tool for Violent Incidents**

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

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

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #8 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

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

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

**LETTER OF AGREEMENT # 8  
BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**AND**

**The Crown**

**RE: Half Day of Violence Prevention Training**

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

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

Topics may include but are not limited to:

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

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

# **LETTER OF AGREEMENT # 9**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**Re: Employment Insurance (EI) Rebate**

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits and is therefore status quo for this round of bargaining. This agreement is without prejudice to outstanding grievances and local agreements.

**LETTER OF AGREEMENT # 10  
BETWEEN**

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

**AND**

**The Council of Trustees' Association  
(hereinafter called 'CTA')**

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

# Historical Appendix of Central Terms- For Reference Only

## LETTER OF AGREEMENT # 15

**BETWEEN**

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

**AND**

**The Ontario Catholic School Trustees' Association  
(hereinafter called 'OCSTA')**

**AND**

**The Elementary Teachers' Federation of Ontario – Education Workers  
(hereinafter called the 'ETFO - EW')**

**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 (LOA), all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The ETFO-EW intend to join the ETFO Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"). Should ETFO-EW fail to reach agreement, consistent with the parameters contained herein, by January 15, 2016, the Parties to this LOA will meet to consider other options.

The Parties to this LOA agree to comply with the Trust's requirements. The provisions of the agreement between ETFO-EW and ETFO shall be reflected in the ETFO trust participation agreement. The provisions contained herein shall be applicable to ETFO-EW within the Trust.

The Participation Date for ETFO-EW shall be no earlier than September 1, 2016 and no later than August 31, 2017 and may vary by Board.

ETFO-EW shall be offered the same benefit plan as ETFO Teachers but shall be a separate division within the Trust and accounted for separately.

### **1.0.0 GOVERNANCE**

- 1.1.0 The Parties confirm their intention to take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three-year period.

## **2.0.0 ELIGIBILITY and COVERAGE**

- 2.1.0 The following ETFO-EW represented employees are eligible to receive benefits through this Trust:
- 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
  - 2.1.2 Retirees who were, and still are, members of a District School Board, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Board(s)” benefit plan at August 31, 2013 based on the prior arrangements with the Board.
  - 2.1.3 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.
  - 2.1.4 No individuals who retire after the Board participation date are eligible.
- 2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), 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. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 2.3.0 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.

## **3.0.0 FUNDING**

### **3.1.0 NEGOTIATED FUNDING AMOUNT, BOARD CONTRIBUTIONS**

- 3.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 3.1.2 and 3.1.3 to the Trust Plan Administrator of the ELHT by the last day of each month from and after the Board’s Participation Date.
- 3.1.2 Upon the Board’s Participation Date:
- i) For defined benefit plans, the Board shall provide to the Trust an amount of \$5,100 per FTE.  
This funding excludes casual and term employee and retiree costs associated with 2.1.2 and 2.1.3.
  - 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) for job classifications that are eligible for benefits.
  - 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 ETFO-EW benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

3.1.3 On the Participation Date, for defined contributions plans, the Board will contribute to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three conditions 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, and
- 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.

If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Boards.

3.1.4 Funding previously paid under 3.1.2 and 2.1.3 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.

3.1.5 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and the ETFO Provincial Office.

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

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

3.1.8 The Board shall be responsible for administering any existing Employee Assistance Programs (EAPs)/ Employee Family Assistance Programs and Long-Term Disability Plans, 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.).

3.1.9 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.

3.1.10 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.

- 3.1.11 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3. 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.
- 3.1.12 All amounts determined in this Article 3 shall be subject to a due diligence review by the ETFO-EW. The School Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the ETFO-EW. If any amount cannot be agreed between the ETFO-EW and a School Board, the Parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

### **3.2.0 START-UP COSTS**

- 3.2.1 The Government of Ontario will provide:
- i) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 3.2.2, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
  - ii) A one-time contribution to the Trust of 2.6% of annual benefit costs (estimated to be approximately \$181,000), as defined in 3.2.2, to cover start-up costs and/or reserves.
- 3.2.2 The one-time contributions in 3.2.1 (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.
- 3.2.3 The Crown shall pay \$80,000 of the start-up costs referred to in s. 3.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$80,000 subject to the maximum amount referred to in s. 3.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 3.2.1 (ii), shall be paid by the Crown on or before September 1, 2016. The funds shall be transferred as instructed by ETFO-EW in accordance with an agreed transfer payment and accountability contract.
- 3.2.4 On the day the Boards, 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.

- 3.2.5 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.
- 3.2.6 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.
- 3.2.7 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.
- 3.2.8 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.

- 3.2.9 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.
- 3.2.10 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.
- 3.2.11 The Trust shall retain rights to the data and the copy of the software systems.

#### **4.0.0 PAYMENTS**

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

### **5.0.0 ENROLMENT**

- 5.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within fifteen (15) to thirty (30) days from their acceptance of employment.
- 5.2.0 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.
- 5.3.0 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 or within the first thirty (30) days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 5.4.0 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.
- 5.5.0 Each Board shall provide updated work status in the HRIS file a minimum of two (2) weeks in advance of the leave or within the first fifteen (15) days following the start of the absence.

### **6.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

- 6.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 6.2.0 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.
- 6.3.0 Upon request by the Trust Plan Administrator, a Board shall 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 twelve (12) month period.
- 6.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon thirty (30) days written notice.

### **7.0.0 CLAIMS SUPPORT**

- 7.1.0 The 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.
- 7.2.0 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. Any changes subsequent to the participation date shall be the responsibility of the Trust.

### **8.0.0 PRIVACY**

- 8.1.0 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 may choose to provide to the Trustees of the ETFO ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, 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 enrolment 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 Trustees;
- g) list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

# **ETFO BLUEWATER LOCAL OCCASIONAL TEACHERS – COLLECTIVE AGREEMENT PART B**

## **ARTICLE 1 - PURPOSE**

1.01

It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as "The Agreement", which represents the entire negotiated Collective Agreement between the Parties, to set forth certain terms and conditions of employment including wages which govern the Occasional Teachers employed by the Board in its elementary schools.

1.02

To strive to maintain a harmonious relationship between the parties and to cooperate to the fullest extent to provide the best possible educational services.

1.03

The employer and federation recognize the right of ETFO Bluewater Occasional Teachers to be treated with courtesy, respect and dignity. All forms of harassment are an affront to equitable treatment and are a serious form of misconduct.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

2.01

This Collective Agreement shall apply to all Members of the Bargaining Unit employed with the Board. The employer being the Bluewater District School Board (hereinafter referred to as "the Board") recognizes Elementary Teachers Federation of Ontario, (hereinafter referred to as "the Union"), as the bargaining agent for all occasional teachers employed by the Board in its elementary panel.

2.02

The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.

## **ARTICLE 3 - DEFINITIONS**

3.01

"Board" shall mean the Board and its predecessors.

3.02

"Occasional Teacher" shall mean an "occasional teacher" as defined in the Education Act and is a member in good standing with the College of Teachers and is on the Occasional Teacher Roster or while working in a long term occasional teaching position for which they were hired externally.

3.03

"Long Term Occasional Teacher" shall mean a teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same regular classroom teacher.

3.04

"Short Term Occasional Teacher" shall mean an occasional teacher who is required to teach less than ten (10) consecutive teaching days as a substitute for the same regular classroom teacher.

3.05

"Occasional Teacher Roster" means a roster of all teachers qualified to teach in Ontario who have been accepted by the Board to teach as occasional teachers for occasional teaching assignments in the elementary panel for the board. This Roster is stored in a database.

3.06

“Elementary teachers” shall mean the elementary teachers, other than occasional teachers, employed by the Board in its elementary panel.

3.07

“Automated Call System” shall mean the Smart Find Express (SFX) call system used by the Board.

3.08

“Seniority” shall mean the date of hire to the Occasional Teacher Roster (i.e. date paperwork is received by Human Resources).

3.09

“Office 365” shall mean the internal electronic communication system of the Board.

3.10

The “Long Term Occasional Teacher List” shall mean the list of those eligible to apply to long term teaching assignments by the board.

## **ARTICLE 4 - RIGHTS AND RESPONSIBILITIES**

4.01

### **Evaluation**

Only Supervisory Officers and elementary principals and vice-principals shall evaluate a Member’s competence. Long Term Occasional Teachers will be evaluated consistent with Occasional Teacher Performance Appraisal Process.

4.02

### **Representation**

The Board recognizes the right of the Union to represent a Member at any meeting which could lead to discipline. The Board further recognizes the right of the Member to request Union representation, in advance, if a meeting will be considering his/her conduct or competence, or could lead to discipline of the Member.

4.03

The Union, or an Occasional Teacher, engaging in Union business during working hours, or holding meetings at any time on the premises of the Board, shall have obtained prior permission from the Superintendent of Education with Responsibility for Human Resources.

4.04

The Board shall grant release time for a member engaging in Union business during working hours. The Board shall be reimbursed for the release cost.

4.05

The Board agrees not to penalize or discriminate against any Member for participating in the activities of the Union, including exercising any rights under this collective agreement.

4.06

### **No Discrimination**

The Board and the Members agree that there shall be equal treatment with respect to employment without discrimination or perpetuation of the effects of past discrimination, if any, because of citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, gender expression, receipt of public assistance (in housing) and record of offences (in employment) or by reason of members or activity in the Union.

4.07

### **Just Cause**

No member shall be demoted, discharged, dismissed, or disciplined in any way without just and sufficient cause. Such cause shall be provided to the Member in writing within ten (10) school days from the time the Member is informed of any such action.



4.08

The Board shall provide insurance protection for Members against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Members covered by the collective agreement.

4.09

No Member will be required to transport or arrange transportation of students in private vehicles.

## **ARTICLE 5 - UNION DUES AND ASSESSMENTS**

5.01

During the term of this Agreement, the employer agrees to deduct regular Union dues and levies, as certified in writing by the Union, from the wages of Union members. The employer also agrees to deduct any levy as specified in writing by the Local President.

5.01.01

Adjustments in Union dues and levies must be made in writing to the Superintendent of Business at least 30 days prior to the expected date of change.

5.02

In accordance with clause 5.01, dues are to be deducted and remitted to the Elementary Teachers' Federation of Ontario (136 Isabella Street, Toronto, Ontario M4Y 0B5), with a copy to the local Union President respectively, not later than the 15th day of the month following the month such deductions were made. Such remittance shall be accompanied with a list identifying the Occasional Teachers, their employee numbers, Board email, Ministry Identification Number (MIDENT), Member Leave Status (paid | Preg/Parental | unpaid | WSIB), OCT number, and the amounts deducted. Union levies are to be deducted for each occasional assignment and remitted to the Treasurer of ETFO Bluewater Occasional Teachers Local and shall include the name and amount deducted.

5.03

The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deducting or failure to deduct dues and levies.

5.04

The Board shall provide to the Union, upon request each year, a letter stating the total number of days of elementary daily and long term occasional teaching days for the previous school year.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01

The Union recognizes that it is the right of the Board to manage the operation and direct the workforce subject to the terms of this Agreement.

6.02

The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement.

## **ARTICLE 7 - ACCESS TO INFORMATION**

7.01

The Board agrees to respect the freedom of information and protection of privacy legislation in regards to all information.

7.02

A Member shall be entitled upon request to review his/her personnel file at a reasonable prearranged time

through Human Resources Services.

#### 7.03

Where a Member authorizes in writing access to his/her personnel file by another person acting on the Member's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested, consistent with Article 7.02.

#### 7.04

A Member shall be entitled upon request to copies, without cost, of any materials contained in his/her personnel file.

#### 7.05

Members shall receive copies of any materials placed in their personnel files within five (5) school days of the material being filed. The Principal will advise the member that a copy of the material being filed can be sent to the Union upon the member's request.

#### 7.06

The signature of a Member on any document respecting the performance or conduct of that Member shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents. At the Member's discretion, comments may be added.

#### 7.07

A Member shall have the right to place material in his/her personnel file.

#### 7.08

A Member shall be entitled to note inaccuracies or errors in documents contained in the personnel file within ten (10) school days, by appending notices of corrections or inaccuracies to documents within the file which, in the Member's opinion, possess errors or inaccuracies.

#### 7.09

If a Member disputes the accuracy or completeness of information in the personnel file, the Board shall within fifteen (15) days from receipt of a written request by the Member stating the alleged inaccuracy, either confirm or amend the information and shall notify the Member in writing of its decision including reasons for that decision.

Where the Board amends such information per the above, the Board shall, at the request of the Member notify all persons who received a report based on inaccurate information.

#### 7.10

Disciplinary materials regarding harassment or assault may remain in a Member's file. Other disciplinary material shall be removed after two (2) discipline free years at the request of the member.

#### 7.11

The Board agrees to provide relevant data to the Union, for the purposes of negotiations.

## **ARTICLE 8 - COPIES OF THE COLLECTIVE AGREEMENT**

#### 8.01

Once an occasional teacher is set up on Office 365 they have access to the "collective agreement" icon. The Board shall provide an electronic copy of the Agreement to all new members added to the Roster.

## **ARTICLE 9 - OCCASIONAL TEACHER ROSTER**

#### 9.01

The Board will prepare a Roster of names of Occasional Teachers who have been accepted by the Board for teaching assignments. The automated call system/school administrator shall call, for teaching assignments,

occasional teachers from the Occasional Teacher Roster provided by the Board. Should an individual not on the Occasional Teacher Roster be employed, the administrator shall inform Human Resources Services and Union President on the same day.

#### 9.01.01

The number of names on the Roster will be capped at three hundred (300) short term active members.

- a) Permanent part time members and retired members are counted at 0.5 active status and are included on the Roster.
- b) Members on Leaves of Absence will continue on the Roster and shall not be included in the count.
- c) Members on LTO assignments that are 50% FTE or greater shall not be included in the count.
- d) Members are to specify only those school locations at which they will work.

#### 9.01.02

Members shall notify the Board of any change of address and/or telephone number required by the Board to contact the member regarding assignments using the electronic Change of Personal Information form.

#### 9.01.03

Additional names shall only be added to the Occasional Teacher Roster to satisfy an identified need for Occasional Teachers with specialized teaching qualifications or identified shortages. The Board shall consult with the Local President prior to such hiring.

#### 9.02

Occasional Teachers' Roster will include the teacher's name, address, telephone number, school area(s) preferences, qualified subject matter and/or division where the teacher is able to teach and any additional information as required.

#### 9.03

To be officially accepted as an Occasional Teacher with the Board, a teacher must be approved by the Superintendent of Education with Responsibility for Human Resources or designate and have submitted the necessary documentation, including:

- a) Current Ontario College of Teachers Certification
- b) Experience documentation
- c) Union membership requirements
- d) QECO rating or QECO Acknowledgment of Correspondence
- e) Payroll documentation
- f) Completed criminal records search forms
- g) Children's Aid Society release of information form
- h) Offence declaration (**annually**)
- i) Any other documentation that might be required from time to time
- j) All members with the Board shall be registered with an automated call system in use by the Board for elementary occasional teacher assignments.

A reduced amount of documentation may be required of Bluewater DSB retired teachers.

#### 9.03.01

An Occasional Teacher will be placed on the Occasional Roster after all documentation is received by the Board

#### 9.04

##### **Removal from Occasional Teacher Roster**

When an Occasional Teacher is proven to be unsatisfactory in a teaching assignment to a standard of Just Cause, the teacher's name shall be removed from the Roster with the approval of the Superintendent of Education with Responsibility for Human Resources.

#### 9.04.01

Upon request from the Local, a meeting will be held with the Superintendent of Education with Responsibility for Human Resources, Local President, and Member to review the circumstances related to 9.04.

#### 9.04.02

When names of Occasional Teachers are removed from the Roster, the Local President and Member shall be

so notified in writing. Reasons for removal will be provided in writing to the Member with a copy to the Local President, prior to removal.

Examples of reasons for removing an occasional teacher's name from the Roster include:

- a) Voluntary resignation
- b) Discharge with Just Cause
- c) Failure to work a minimum of fifteen (15) assignments per year effective September 1, 2016. The Board must demonstrate that work has been offered.

Occasional Teachers hired mid-year or on an approved Leave of Absence would have the minimum assignments worked pro-rated.

#### 9.04.03

Members of the local who show proof of days paid for union release or union-board business shall have these days credited toward the threshold limit in effect. The bargaining unit president is exempt from this requirement.

#### 9.04.04

The parties agree to meet in the Labour Management Committee by June 30<sup>th</sup> of each year to evaluate the threshold number of assignments worked based on an analysis of assignment credited to occasional teachers in the preceding school year. It is understood that assignments are considered as days or part days worked in both long and short term assignments.

## ARTICLE 10 - PROBATIONARY EMPLOYEES

#### 10.01

An occasional teacher shall serve as a probationary occasional teacher for a total of fifteen (15) work days with Bluewater District School Board. This will not apply to retired elementary teachers formerly employed by the Board, whose qualifications and experience are essential to the assignment. The local president will be informed of the reasons for the placement.

## ARTICLE 11 - JOB POSTING

#### 11.01

All long term occasional teaching positions shall be posted on the internal email system at least three (3) teaching days prior to the closing date for applications and forwarded to the President of the Local.

#### 11.02

Simultaneous internal/external postings will be mutually agreed upon.

#### 11.03

A member, who has applied for another position with the Board, must be given at least one (1) day notice of a scheduled interview where reasonable.

## ARTICLE 12 - SALARY

#### 12.01.01

##### **Short Term Occasional Teacher**

See "Appendix A" for rates of pay for short-term occasional teachers.

#### 12.01.02

##### **Long Term Occasional Teacher**

A long term occasional teacher shall be paid on the Board's salary grid for elementary teachers in accordance with the recognized teaching experience and category placement effective after ten (10) consecutive days of teaching retroactive to the first (1<sup>st</sup>) day that the assignment began.

Related teaching experience will include the following:

- Must be a current member, in good standing, with the Ontario College of Teachers;

- Only experience gained as a qualified teacher will be accepted; and
- Experience must be in public elementary or secondary schools or equivalent

12.02

**Retroactive Pay**

In the event a new collective agreement for elementary teachers provides for retroactive pay increases, such retroactivity shall also be applied to the pay for occasional teachers. Occasional teachers who were on the roster and who received salary during the period for which any such retroactivity applies shall receive retroactive pay.

12.03

**Professional Activity Day**

An Occasional Teacher having been placed on a long term work assignment involving a Professional Activity Day shall attend the Professional Activity Day. Part-time Long Term Occasional Teachers will attend Professional Activity Days prorated to the proportion of the assignment length. The timing of the Professional Activity Days shall be at the discretion of the Member, communicated to the Administrator and can be combined. However, it is understood that the Professional Activity Day must fall during work assignment days in order to qualify for any remuneration.

12.03.01

An occasional teacher who has been placed on a prearranged work assignment and who arrives for work without having received prior notice of cancellation at least two hours prior to work, shall be paid one half (1/2) a day's pay. If alternate work to replace the original work assignment has been offered to the occasional teacher and the occasional teacher refuses to accept such alternate work, the occasional teacher forfeits the half (1/2) day's pay mentioned above.

12.03.02

When inclement weather causes school closures or bus cancellations:

- a) It is the school administrator's responsibility to inform the automated call system of the cancellation of the assignment at least two hours prior to the work assignment.
- b) It is the Occasional Teacher's responsibility to verify the work assignment through the automated call system or Office 365.

12.04

Daily rates of pay referred to in clauses 12.01.01 and 12.01.02, include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

12.05

It shall be the responsibility of the Occasional Teacher to provide the Board with a Certification Rating Statement (QECO) prior to the first day of employment. If the Occasional Teacher fails to provide the Board with the Rating Statement prior to the first day of employment, Clause 12.01.01 will apply until such Rating Statement is provided at which time pay will be adjusted retroactively to the first day of the first assignment or on the first of the month for subsequent assignments.

12.06

Any claim of teaching experience must have support documentation prior to approval and for every twenty (20) teaching days, will be credited with .1 of a school year. Pay will be adjusted retroactively to the first of the month that documentation is received.

12.06.01

An Occasional Teacher's short term work assignments as of September 1, 1988 shall accumulate towards credited teaching experience. Such credited teaching experience will apply to grid experience when the occasional teacher is placed on a long term work assignment.

12.06.02

Teaching experience for the school year will be determined on September 1.

12.07

Remuneration for the short term occasional teacher shall be based on the needs of the school, calculated to the nearest tenth of a day. No less than 0.4 of a day shall be paid. Assignments of less than 0.5 are at the

members' discretion and not counted as a refusal. (See Appendix B for grid of instructional minutes.)

12.08

Occasional teachers shall be paid bi-weekly.

12.08.01

In the case of a member on a long-term assignment of one full year, the member will be granted one (1) day of preparation time. Members on LTOs that are less than a year in duration will be granted one full day prep time prorated to the proportion of the year taught. The timing of the days of preparation time shall be at the discretion of the Member limited only by the availability of occasional teachers. These days shall be used for assessment, reporting and curriculum planning and staff development.

12.09

In the event that the assignment of the Long-Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long-Term Occasional Teacher will be given five (5) teaching days' notice. A gradual return to work for the absent teacher will satisfy the termination notice.

## **ARTICLE 13 - WORKING CONDITIONS**

13.01

The Board will endeavour to provide an occasional teacher folder for the occasional teacher and other support and orientation, as necessary.

13.02

The timetable for an occasional teacher shall be the same as the timetable of the teacher who is being replaced.

13.03

An Occasional Teacher shall not be expected to do supervisory duties before his or her teaching assignment begins on the first day of his or her assignment. Administrators may reschedule the morning supervision to another comparable supervision during the day. The Administrator shall be responsible for arranging any rescheduled supervision.

13.04

Should the school employ a teacher by a method other than the automated call system for an emergency situation, the Superintendent of Education with Responsibility for Human Resources or designate will inform the union. Any other unique circumstances will be reviewed with the Bargaining Unit President.

13.05

### **Medical Procedures**

No member shall be required to administer medication or perform any medical or physical procedure on any pupil, except in emergencies.

## **ARTICLE 14 - LEAVES**

[Short Term Leave Provisions are provided in Letter of Agreement #8 – Central Agreement](#)

14.01 **Sick Leave**

[Sick Leave Provisions are provided in Section 7.0 in the Central Agreement](#)

14.01.01

The members' total accumulated sick leave will be available electronically.

14.02 **Compassionate Leave**

14.02.01

An occasional teacher, working on a long term work assignment, excused by the Principal to make arrangements for and/or attend the funeral of a member of the immediate family (parent, sibling, child, spouse, immediate in-laws), will be compensated for the time lost from the work assignment up to a maximum of three

(3) days for each such occurrence.

For this purpose:

- a) "parent" shall include a person who is in the position of a parent to the Member;
- b) "child" shall include a person to whom the Member stands in the position of a parent;
- c) "spouse" shall include a common-law or same sex partner with whom the Member resides.

#### 14.02.02

An occasional teacher, working on a long term work assignment, excused by the Principal to attend the funeral of a grandparent, grandchild, aunt, uncle, nephew, or niece will be compensated for the time lost from the work assignment of one (1) day for each such occurrence.

#### 14.02.03

An additional leave of absence with or without pay may be granted by the Superintendent of Education with Responsibility for Human Resources or designate.

### 14.03 **Pregnancy/Parental/Adoption Leave**

[Pregnancy/Parental/Adoption Leave provisions are provided in C10.2 of the Central Agreement.](#)

#### 14.03.01

Pregnancy/Parental/Adoption Leaves will be in accordance with the current Employment Standards Act (Pregnancy and Parental Leave) at the time of application.

#### 14.03.02

A long term occasional teacher's request for pregnancy/parental/adoption leave must be in writing to the long term occasional teacher's principal and forwarded to the Superintendent of Education with Responsibility for Human Resources at least two (2) weeks before the date the leave is to begin, or two (2) weeks after the long term occasional teacher stops working due to circumstances where the child comes into custody, care, or control of the parent for the first time sooner than expected. The written request should state the date the leave is to begin and expire.

#### 14.03.03

Upon request by Superintendent of Education with Responsibility for Human Resources, a medical certificate stating the expected birth date shall be supplied by the long term occasional teacher.

#### 14.03.04

A long term occasional teacher intending to adopt a child should give the Superintendent of Education with Responsibility for Human Resources, through the principal, notice, where possible, of the intent to adopt, so that when the child becomes available the long term occasional teacher may cease duty immediately.

#### 14.03.05

The long term occasional teacher shall continue to accrue seniority during pregnancy/parental/adoption leaves.

#### 14.03.06

A long term occasional teacher who has given notice to the Board of the long term occasional teacher's intention of beginning or ending pregnancy/parental/adoption leaves may revise those time limits, providing the request is in writing to the Superintendent of Education with Responsibility for Human Resources or designate at least two (2) weeks before the original date the leave was to begin, and at least four (4) weeks before the original date the leave was to end.

### 14.04

#### **Personal Leave**

#### 14.04.01

A Long Term Occasional Teacher who is scheduled to work and who has received prior approval by the Superintendent of Education with Responsibility for Human Resources, may be absent from work for one (1) day, without loss of pay, if any, for the purpose of attending the Graduation Ceremony of the occasional teacher.

#### 14.04.02

A Long Term Occasional Teacher who is scheduled to work and who is absent from work by reason of a summons to serve as a juror, or a subpoena, as a witness in any proceeding to which the occasional teacher is not a party, shall be paid the difference between the normal earnings and the payment received as a juror or as a witness.

14.04.03

Payment will be made, provided that the occasional teacher's work assignment continues for the same replaced teacher as stated in 14.04.02.

14.04.04

An additional leave of absence with or without pay may be granted by the Superintendent of Education with Responsibility for Human Resources.

14.04.05

**Unpaid Leave**

Subject to adequate notice to the Superintendent of Education with Responsibility for Human Resources or designate and the arrangement of coverage, a Long-Term Occasional Teacher shall be granted unpaid leave days to a maximum of five (5) per year. The timing of such days will avoid extending existing vacation periods.

14.05

**Union Business Leave**

14.05.01

At the request of the Union, the Board shall grant release time or paid time to member(s) of the Union in order to conduct formal negotiations.

14.05.02

At the request of the Union, the Board shall grant release time or paid time to member(s) of the Union in order to conduct union business. Release time to conduct union business will be paid by the Union.

14.05.03

The persons named shall be treated for all purposes, including but not limited to the payment benefits and the accumulation of seniority, sick leave and teaching experience as if employed.

14.05.04

Each September the Union will notify the Board of the name of the President and the President's release day's grid rate.

14.06

**Unavailability Leave of Absence**

14.06.01

Occasional teachers may request in writing a leave of absence for a period of up to ten consecutive teaching months. Occasional teachers may request up to 20 teaching months leave in any 50 teaching month period. An occasional teacher shall become eligible for this leave 2 years after being added to the Occasional Teacher Roster.

14.06.02

The occasional teacher's name shall be returned to the Occasional Teachers' Roster at the end of the leave unless requested otherwise.

14.06.03

The occasional teacher shall continue to maintain seniority with the Board.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

15.01

A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or



alleged violation of this Agreement, of any relevant legislation, or of an existing practice, including any question as to whether the matter can be arbitrated. It is understood that this procedure will be interpreted so that the Board has the same right to grieve as the Union.

15.01.01

A "party" shall be defined as the Union or the Board.

15.01.02

"Days" shall mean school days unless otherwise indicated.

15.02

A Member shall have the right to have a representative present from the Union to assist the Member at any stage of this Grievance and Arbitration procedure.

15.03

### **Grievance Procedure - Individual**

15.03.01

#### **Complaint Stage**

The Union, on behalf of a Member, may initiate a complaint with the immediate supervisor (the Principal in the case of all Members assigned to schools) who shall answer the complaint within five (5) days after receipt of the complaint. A copy of any such complaint and proposed remedy must also be forwarded to the Local President or Designate and Superintendent of Education with Responsibility for Human Resources. Any resolution of a complaint must receive the approval of the Local.

15.03.02

#### **Step 1**

If the reply of the immediate supervisor of the grievor under the Complaint Stage is not acceptable to the Member, or where the Local sees the need to initiate a grievance on behalf of one or more of its Members, the Local assumes ownership of the matter and may initiate a formal grievance proceeding. The first stage shall be to submit a written grievance with Human Resources Services, who shall answer the grievance in writing within five (5) days after receipt of the grievance. The Local may agree to extend the timeline for this step up to five (5) days. Any extension shall be recorded, signed and dated by Human Resources Services and the Union.

The grievance shall contain:

- a) A description of how the alleged dispute is a violation of the Agreement; and
- b) The clauses in the Collective Agreement alleged to be violated; and
- c) The relief sought (remedy); and
- d) The signature of the duly authorized official of the Bargaining Unit.

15.03.03

#### **Step 2**

If no settlement is reached, the grievance shall be submitted in writing to the Director of Education to arrange a meeting. The Director shall answer the grievance, in writing, within five (5) days of the meeting.

15.03.04

#### **Step 3**

If the reply of the Director is unacceptable to the Union, the Union may then submit the grievance to arbitration within twenty (20) days of receipt of the reply.

15.04

### **Grievance Procedure - Policy & Group**

In the case of all grievances by a party, (including policy grievances, those on behalf of a group of Members, retired Members or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter.

The grievance shall contain:

- a) A description of how the alleged dispute is a violation of the collective agreement; and
- b) The clauses in the Collective Agreement alleged to be violated; and

- c) The relief sought (remedy); and
- d) The signature of the duly authorized official of the Party initiating the grievance.

15.04.01

**Step 1**

The Party initiating the grievance shall submit the written grievance to Human Resources Services or President of the Local, as the case may be, who shall answer in writing within five (5) days. The Board may proceed directly to Step 3 if not satisfied.

15.04.02

**Step 2**

Failing settlement at Step 1, a Union grievance shall be submitted, in writing, to the Director of Education for a meeting. The Director shall answer the grievance, in writing, within five (5) days of the meeting.

15.04.03

**Step 3**

If the grieving party is not satisfied with the response of the other party, the grieving party may submit the grievance to arbitration within twenty (20) days of receipt of the reply.

15.05

Where the Board fails to meet any of the timelines identified in 15.03.01, 15.03.02, 15.03.03, 15.03.04, 15.04.01, 15.04.02 and 15.04.03 the grievance shall advance automatically to the next stage, or may be extended if mutually agreed upon.

15.06

**Grievance Mediation**

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the Mediator and the timeframe in which a resolution is to be reached.

15.06.01

The timelines outlined in the grievance procedure shall be frozen at the time that the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance shall continue from the point at which they were frozen.

15.07

**Arbitration**

- (a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within five (5) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Ministry of Labour upon the request of either party.
- (b) Notwithstanding, either party may request a grievance be submitted to an arbitration board. If the parties are referring the grievance to an arbitration board the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.
- (c) A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.

15.07.01

An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the Labour Relations Act.

15.07.02

The Arbitrator or Arbitration Board, as the case may be, shall not by their or its decision, add to, delete from,

modify or otherwise amend the provisions of this Agreement.

15.07.03

Time restrictions within Article 15.07 may be extended if mutually agreed upon in writing.

15.08

**Cost of Arbitration**

The Fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

15.09

There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedures in this Agreement.

15.10

Should the investigation or processing of a grievance require that an involved Member or Union representative be released from regular duties, the Member shall be released without loss of salary or benefits. Where a Member is required to travel to such a meeting, the meeting shall be scheduled within the school day.

## **ARTICLE 16 - STRIKES AND LOCKOUTS**

16.01

Both parties agree that there shall be no strike by or lockout of occasional teachers during the term of this Agreement. Strike and lockout shall be as defined in the Ontario Labour Relations Act and the School Boards Collective Bargaining Act.

## **ARTICLE 17 - UNION REPRESENTATION**

17.01

The Union shall notify the Board in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent occasional teachers on behalf of the Union.

17.02

The Board shall provide to the Union bulletin board space in each elementary school for the posting of notices which may be of interest to occasional teachers.

17.03

The Board shall provide occasional teachers with suitable meeting space on request, free of charge, provided this does not interrupt the instructional program.

## **ARTICLE 18 - PROFESSIONAL LEARNING OPPORTUNITIES**

18.01

The board shall provide information to the Union President about the professional development activities provided by the board.

18.02

An occasional teacher shall, upon request, have access to the Board's in-service programs, space permitting, on a voluntary basis without pay. The board will share the calendar with the President annually.

18.03

A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.

18.04

The Board agrees to allocate \$7,500 annually for the purpose of supporting the professional development of

elementary occasional teachers.

## **ARTICLE 19 – LABOUR MANAGEMENT COMMITTEE**

19.01

There will be a Labour/Management Committee comprised of no more than three (3) representatives from each Party plus resource personnel as required. The Committee shall meet at the request of either party as soon as possible after the request at a mutually agreeable time. The board shall grant paid release time for members of this committee. The Committee shall review and monitor the following:

- The number of occasional teachers on the Roster and Long Term Occasional List;
- Interview timing and process for placement on the Long Term Occasional List;
- The distribution of work to occasional teachers including the number of days worked by members and unqualified individuals;
- The working conditions of occasional teachers including access to occasional teacher folders as well as the contents of the occasional teacher folders;
- Health and Safety as it relates to occasional teachers; and
- Other discussion items as required

## **ARTICLE 20 – OCCUPATIONAL HEALTH AND SAFETY ACT**

20.01

The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

20.02

The Central Health and Safety Steering Committee membership shall include representation from the Local.

20.03

If a pregnant Member, during her regular duties, is exposed to diseases or physical dangers which may cause harm to the unborn child, or, if a Member who has returned to work after a pregnancy leave, is exposed to diseases or physical dangers which may cause harm for the child whom she is breastfeeding, a solution to this situation will be realized by:

- a) consideration of altering the commencement date of the pregnancy leave if the dangerous condition relates to the Member's physical abilities;
- b) temporary assignment to another location or duties;
- c) use of sick leave credits.

## **ARTICLE 21 – AUTOMATED CALL SYSTEM**

21.01

The board will endeavour to ensure the automated callout will include:

- a) the names of the teacher(s) being replaced,
- b) the grade(s) to be taught,
- c) the assigned start and end time including scheduled supervision,
- d) other information that may be pertinent to the assignment
- e) and communicable diseases as per Article 20.03

21.02

Schools may have a priority list of occasional teachers of up to 55% of the FTE permanent staff in a school as of September 30<sup>th</sup> of each school year. Placement on the list will be at the discretion of the principal.

21.03

Principals may call to book occasional teachers under the following circumstances:

- a) Situations on the same day, 45 minutes prior to the commencement of school.

- b) Self-contained classes if required.
- c) Instrumental Music classes if required.

21.04

Occasional teachers are to inform the automated call system of any unavailability time.

## **ARTICLE 22 - TERM OF AGREEMENT**

22.01

This Agreement shall be for a term of three years commencing on the first (1<sup>st</sup>) day of September 2019 and ending on the thirty-first (31<sup>st</sup>) day of August 2022, and shall continue from year to year thereafter unless either party gives notice, as per the School Boards Collective Bargaining Act, 2014.

22.02

During the term of this Agreement, amendments to any of the Articles herein, together with date of implementation, shall be made in writing and only by mutual consent of the parties.

**SIGNING PAGE**

IN WITNESS WHEREOF the Parties have caused this Collective Agreement to be signed by their respective, duly authorized representatives.

DATED at Chesley, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2020.

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO - BLUEWATER LOCAL  
OCCASIONAL TEACHERS**

**BLUEWATER DISTRICT SCHOOL BOARD**

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## APPENDIX A

### Pay Rates for Short-Term Occasional Teachers

September 1, 2019	\$ 248.02
September 1, 2020	\$ 250.50
September 1, 2021	\$ 253.00

NOTE 1: The formula for short term occasional rates from September 1, 2019 and thereafter is Salary Grid Step A1-0 divided by 187.56.

NOTE 2: The pay rate includes statutory holidays and vacation pay, consistent with the Employment Standards Act requirements.

## APPENDIX B

### Instructional Minutes

Remuneration for the short-term occasional teacher shall be calculated to the nearest tenth (rounded up) based on the instructional day of 300 minutes. No less than .4 shall be paid. It is understood that supervision is in addition to the instructional time.

<b>Paid Amount</b>	<b>Instructional Equivalent</b>
.4	120 minutes
.5	150 minutes
.6	180 minutes
.7	210 minutes
.8	240 minutes
.9	270 minutes
1.0	300 minutes

*Example:* The occasional teacher is employed to instruct for 185 minutes. The paid amount would be equivalent to .7 FTE.



## APPENDIX C

The following language agreed to by the local parties with respect to job postings and the filling of Long-term and permanent positions has been supplanted by Regulation 274 and Letter of Agreement 2 to the Central Agreement

### Article 11 – Job Posting

In filling long term occasional positions preference will be given to certified teachers who have completed the probationary period of fifteen (15) **FTE** teaching days.

First consideration for permanent positions will be given to Bluewater occasional teachers who have completed LTO assignment(s).

### Article 13 – Benefits

The following clause is currently inactive – Article 13 – Employee Benefits.

## **APPENDIX D**

The Board, in recognition of its duty to accommodate teachers in accordance with Ontario Human Rights Code, agrees to co-operatively develop accommodation plans with a representative of the Board, the Local President or designate, and the teacher requiring accommodation.

A teacher has the right to Union representation at any meeting where a return to work/accommodation program is being discussed.

The accommodation plan should be implemented in as timely a manner as possible.

**Letter of Agreement: Re Employer Insurance**

**Letter of Agreement**

**RE: Employer Insurance: Establishing the Number of Insurable Hours to be renewed**

It is understood and agreed by the parties that, subject to Human Resources and Skills Development Canada, Federal Department (HRSD) rules, the daily hours of work for a full day assignment, for E.I. reporting purposes, shall be recognized as eight (8).

Dated this 13th day of October, 2020

**Elementary Teachers' Federation of  
Ontario-Bluewater Occasional Teachers**

**Bluewater District School Board**

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# Letter of Agreement: Re Priority Lists

## Letter of Agreement

### RE: Priority Lists

Bluewater District School Board and Elementary Teachers of Ontario Bluewater Occasional Teachers' Local agree to initiate a work group consisting of 3 union members, selected by the union, including the union president and 3 management members including the Superintendent of Education responsible for Human Resources Services to do the following:

1. Review and make recommendations regarding the use of Priority Lists in the following areas:
  - Removal from a Priority List as result of staff or parent comments;
  - Placement on Priority Lists;
  - Unavailability while on Priority Lists;
  - Administrator transfers resulting in removal form a Priority List;
  - Full Priority Lists; and
  - Strategies to support ETFO Bluewater OT Local's understanding of Priority Lists.
2. All recommendations will be mutually agreed to by both parties and will be communicated to the system for implementation.
3. The work group shall meet and make recommendations by June 28, 2021

Dated this 13th day of October, 2020

**Elementary Teachers' Federation of  
Board  
Ontario-Bluewater Occasional Teachers**

**Bluewater District School**

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