

**LOCAL COLLECTIVE AGREEMENT**

**between**

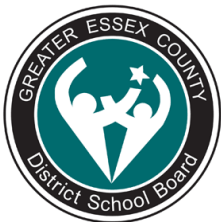
**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**

**(hereinafter called "The Board")**

**and**

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL**

**(hereinafter called "The Occasional Teachers")**



**EFFECTIVE PERIOD:  
SEPTEMBER 1, 2022 TO AUGUST 31, 2026**



# TABLE OF CONTENTS

## ETFO TEACHERS – PART A: CENTRAL TERMS

<b><u>C1.00</u></b>	<b><u>STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT</u></b> .....	<b>4</b>
C1.1	<u>Separate Central and Local Terms</u> .....	6
C1.2	<u>Implementation</u> .....	6
C1.4	<u>Single Collective Agreement</u> .....	6
<b><u>C2.00</u></b>	<b><u>DEFINITIONS</u></b> .....	<b>6</b>
<b><u>C3.00</u></b>	<b><u>LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL</u></b> .....	<b>7</b>
C3.1	<u>Single Collective Agreement</u> .....	7
C3.2	<u>Term of Agreement</u> .....	7
C3.3	<u>Where Term Less Than Agreement Term</u> .....	7
C3.4	<u>Term of Letters of Understanding</u> .....	7
C3.5	<u>Amendment of Terms</u> .....	7
C3.6	<u>Notice to Bargain</u> .....	8
<b><u>C4.00</u></b>	<b><u>CENTRAL GRIEVANCE PROCESS</u></b> .....	<b>8</b>
C4.1	<u>Definitions</u> .....	8
C4.2	<u>Central Dispute Resolution Committee</u> .....	8
C4.3	<u>The grievance shall specify:</u> .....	9
C4.4	<u>Referral to the Committee</u> .....	10
C4.5	<u>Mediation</u> .....	10
C4.6	<u>Arbitration</u> .....	10
<b><u>C5.00</u></b>	<b><u>BENEFITS</u></b> .....	<b>11</b>
C5.1	<u>ELHT Benefits</u> .....	11
C5.2	<u>Eligibility and Coverage</u> .....	11
C5.3	<u>Funding</u> .....	11
C5.4	<u>Full-Time Equivalent (FTE) and Employer Contributions</u> .....	12
C5.5	<u>Benefits Committee</u> .....	13
C5.6	<u>Privacy</u> .....	13
C5.7	<u>Benefits not provided by the ETFO ELHT</u> .....	13
C5.8	<u>Payment in Lieu of Benefits</u> .....	14
C5.9	<u>Long Term Disability (Employee-Paid Plans)</u> .....	14

<b><u>C6.00</u></b>	<b><u>SICK LEAVE</u></b> .....	<b>14</b>
C6.1	<u>Sick Leave/Short Term Leave and Disability Plan</u> .....	14
<b><u>C7.00</u></b>	<b><u>CENTRAL LABOUR RELATIONS COMMITTEE</u></b> .....	<b>18</b>
<b><u>C8.00</u></b>	<b><u>MINISTRY/SCHOOL BOARD INITIATIVES</u></b> .....	<b>18</b>
<b><u>C9.00</u></b>	<b><u>DIAGNOSTIC ASSESSMENT</u></b> .....	<b>19</b>
<b><u>C10.00</u></b>	<b><u>STATUTORY LEAVES OF ABSENCE/SEB</u></b> .....	<b>20</b>
C10.1	<u>Family Medical Leave or Critical Illness Leave</u> .....	20
C10.2	<u>Pregnancy Leave</u> .....	21
<b><u>C11.00</u></b>	<b><u>CLASS SIZE/STAFFING LEVELS</u></b> .....	<b>22</b>
<b><u>APPENDIX A – RETIREMENT GRATUITIES</u></b> .....		<b>23</b>
A.	<u>Sick Leave Credit-Based Retirement Gratuities</u> .....	23
B.	<u>Other Retirement Gratuities</u> .....	23
<b><u>LETTER OF AGREEMENT #1 RE: Sick Leave</u></b> .....		<b>24</b>
<b><u>LETTER OF AGREEMENT #2 RE : Task Force on the Utilization of Sick Leave</u></b> .....		<b>25</b>
<b><u>LETTER OF AGREEMENT #3 RE : Violence Prevention Health and Safety Training</u></b> .....		<b>26</b>
<b><u>LETTER OF AGREEMENT #4 RE : Professional Activity (PA) Days</u></b> .....		<b>27</b>
<b><u>LETTER OF AGREEMENT #5 RE : Occasional Teacher Ability to Lock the Classroom Door</u></b> .....		<b>28</b>
<b><u>LETTER OF AGREEMENT #6 RE : Employment Insurance (EI) Rebate</u></b> .....		<b>29</b>
<b><u>LETTER OF AGREEMENT #7 RE : Status Quo Central Items</u></b> .....		<b>30</b>
<b><u>LETTER OF AGREEMENT #8 RE : Individual Education Plans</u></b> .....		<b>31</b>
<b><u>LETTER OF AGREEMENT #9 RE : Support for Students Committee</u></b> .....		<b>32</b>
<b><u>LETTER OF AGREEMENT #10 RE : Provincial Working Group - Health and Safety</u></b> .....		<b>33</b>
<b><u>LETTER OF AGREEMENT #11 RE : Violent Incident Debriefing Training</u></b> .....		<b>34</b>
<b><u>LETTER OF AGREEMENT #12 RE : Violence Prevention in School Boards</u></b> .....		<b>35</b>
<b><u>LETTER OF AGREEMENT #13 RE : Integration of Students</u></b> .....		<b>36</b>
<b><u>LETTER OF AGREEMENT #14 RE : Hybrid Instruction</u></b> .....		<b>37</b>
<b><u>LETTER OF AGREEMENT #15 RE : Hiring Practices</u></b> .....		<b>38</b>
<b><u>LETTER OF AGREEMENT #16 RE : Safe Teaching and Learning Environments</u></b> .....		<b>39</b>

## **PART B – LOCAL TERMS**

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
L1	Purpose and Scope .....	41
L2	Recognition.....	41
L3	Definitions.....	42
L4	Union Dues and Assessments .....	43
L5	Management Rights.....	44
L6	Access to Information .....	45
L7	Collective Agreement.....	45
L8	Working Conditions.....	46
L9	Calling Occasional Teachers for Long-term Occasional Teaching Assignments .....	49
L10	Performance Appraisals (Evaluations).....	50
L11	Elementary Teaching Vacancies .....	50
L12	Rates of Pay .....	51
L13	Qualifications.....	52
L14	Recognized Teaching Experience .....	52
L15	Reporting Pay .....	53
L16	Benefits .....	54
L17	Paid Sick Leave .....	55
L18	Leave of Absence .....	55
L19	Federation Business .....	55
L20	Miscellaneous Leaves for Long-Term Occasional Teachers .....	56
L21	Parental Leave .....	58
L22	Accommodation .....	59
L23	Grievance and Arbitration Procedure .....	59
L24	Strikes and Lockouts .....	61
L25	Representation .....	61
L26	Occasional Teacher – Board Relations Committee.....	62
L27	Professional Activity.....	62
L28	Criminal Background Checks.....	62
L29	Occupational Health and Safety.....	63

ARTICLE	DESCRIPTION	PAGE
L30	Workplace Safety and Insurance .....	63
L31	Duration.....	64
	<b>Letter of Understanding – Hiring Occasional Teachers for Long-Term Occasional Assignments.....</b>	<b>65</b>
	<b>Letter of Understanding – Changes to Recognized Teaching Experience in Article L14.4.....</b>	<b>67</b>
	<b>Letter of Understanding – Long Term Occasional Teacher Performance Appraisals..</b>	<b>68</b>
	Letter of Understanding – Professional Development.....	69
	Letter of Understanding – Occupational Health and Safety Act.....	70

## **C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT**

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

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

### **C1.4 Single Collective Agreement**

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

## **C2.00 DEFINITIONS**

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

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

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

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

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

**C3.1 Single Collective Agreement**

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

**C3.2 Term of Agreement**

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

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

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

**C3.4 Term of Letters of Understanding**

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

**C3.5 Amendment of Terms**

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

### **C3.6 Notice to Bargain**

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

### **C4.00 CENTRAL GRIEVANCE PROCESS**

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

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

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

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

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



The Central Parties shall each have the following rights:

- i. To file a dispute as a grievance with the Committee.
  - ii. To engage in settlement discussions.
  - iii. To mutually settle a grievance in accordance with d)i. below.
  - iv. To withdraw a grievance.
  - v. To mutually agree to refer a grievance to the local grievance procedure.
  - vi. To mutually agree to voluntary mediation.
  - vii. To refer a grievance to final and binding arbitration at any time.
- c) The Crown shall have the following rights:
- i. To give or withhold approval to any settlement by OPSBA.
  - ii. To participate in voluntary mediation.
  - iii. To intervene in any matter referred to arbitration.
- d) 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.
- e) 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.
- f) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

**C4.3 The grievance shall specify:**

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

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

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

#### **C4.5 Mediation**

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

#### **C4.6 Arbitration**

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

## **C5.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

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

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

### **C5.3 Funding**

- a) All funding in section c) shall be subject to the following conditions:

- i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT's expense, within 30 days after their decision to make the change.
  - ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
  - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.
- c) The funding rate shall be increased for inflation as follows on the following dates:
- i. September 1, 2022: 1% (\$6,235.74)
  - ii. September 1, 2023: 1% (\$6,298.10)
  - iii. September 1, 2024: 1% (\$6,361.08)
  - iv. September 1, 2025: 1% (\$6,424.69)
  - v. August 31, 2026: 4% (\$6,681.68)

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

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

- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.
- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
  - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup> for the school year impacted by the strike or lock-out;
  - ii. Divide i) by 194 days;
  - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

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

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

#### **C5.6 Privacy**

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

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

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

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

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

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

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

### **C6.00 SICK LEAVE**

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

- a) **Sick Leave Benefit Plan**

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

**b) Sick Leave Days**

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

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

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

**d) Eligibility and Allocation**

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

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

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

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

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



having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

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

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

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

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

**g) Administration**

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

**C7.2** The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

**C7.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.

**C7.4** The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

**C8.00 MINISTRY/SCHOOL BOARD INITIATIVES**

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

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

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

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

#### **C9.00 DIAGNOSTIC ASSESSMENT**

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
  - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
  - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.

- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

**C10.00 STATUTORY LEAVES OF ABSENCE/SEB**

**C10.1 Family Medical Leave or Critical Illness Leave**

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

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

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% salary

for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.

- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement EI benefits during the absence period as specified in this plan.
- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

#### **C10.2 Pregnancy Leave**

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

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

**C11.00 CLASS SIZE/STAFFING LEVELS**

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

## **APPENDIX A – RETIREMENT GRATUITIES**

### **A. Sick Leave Credit-Based Retirement Gratuities**

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

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

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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



**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Task Force on the Utilization of Sick Leave**

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

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

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

The task force will:

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

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Health and Safety Training**

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Occasional Teacher Ability to Lock the Classroom Door**

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

**a)**

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Individual Education Plans**

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Support for Students Committee**

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

A provincial committee will be established with representatives comprised of:

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

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

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



**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Provincial Working Group - Health and Safety**

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

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

**LETTER OF AGREEMENT #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violent Incident Debriefing Training**

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

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

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

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

**LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention in School Boards**

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

**LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Integration of Students**

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

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

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

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

**LETTER OF AGREEMENT #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Hybrid Instruction**

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

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

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

**LETTER OF AGREEMENT #15**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Hiring Practices**

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

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

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

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

**LETTER OF AGREEMENT #16**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Safe Teaching and Learning Environments**

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

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

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

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

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

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

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

# **PART B**

# **LOCAL TERMS**



## **PART B – LOCAL TERMS**

### **ARTICLE L1 - PURPOSE AND SCOPE**

- L1.1 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Greater Essex County Elementary Occasional Teachers' Local with respect to the qualified Occasional Teachers covered by this Agreement.
- L1.2 It is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide machinery for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- L1.3 This Collective Agreement shall apply to all qualified Occasional Teachers who, from time to time, are included on the Roster in accordance with the provisions of this Collective Agreement.

### **ARTICLE L2 - RECOGNITION**

- L2.1 The Board recognizes The Elementary Teachers' Federation of Ontario (ETFO) as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Board and assigned as Occasional Teachers to one or more elementary schools or to perform duties in respect of such schools on a Casual or Long-Term Occasional Teacher basis.
- L2.2 The Board recognizes the right of the Local to authorize ETFO or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.3 The Board further recognizes its obligation to advise an Occasional Teacher of their right to Local representation at a meeting when the conduct or competence of an Occasional Teacher is being considered which may lead to disciplinary action.
- L2.4 The Local recognizes the Negotiations Policy Committee and its Negotiation Team as the body authorized to negotiate on behalf of the Board.
- L2.5 The Local recognizes the right of the Board to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.6 During an orientation session, the Union will be given an opportunity to address new elementary occasional teachers on matters that relate to their relationship with the Union.
- L2.7 (a) The Board recognizes that the President and designates of the Local may be required to be unavailable for teaching assignments due to Federation business.

- (b) The Board agrees that all days of Federation release time shall be recognized as teaching days in the calculation of experience (Article L14).

### **ARTICLE L3 - DEFINITIONS**

L3.1 "Occasional Teacher" means a teacher employed by the Board to:

- (a) Teach as a replacement for a contract teacher who has died during the school year, but does not extend past the end of the school year in which the death occurred;
- (b) Teach as a replacement for a contract teacher who is absent from their regular duties for a temporary period that does not extend past the end of the second school year after their absence begins.

L3.2 Commencing September 1, 2021, "Casual Occasional Teacher" means an Occasional Teacher who is required to teach under Section L3.1 for a period that is less than nine (9) consecutive teaching days.

L3.3 (a) "Long-Term Occasional Teacher" means an Occasional Teacher who is required to teach under Section L3.1 for a period of ten (10) or more consecutive teaching days in the same assignment. An interruption in the assignment due to sickness, bereavement leave, or a professional activity day shall not interrupt the continuance of the assignment.

Commencing September 1, 2021, "Long-Term Occasional Teacher" means an Occasional Teacher who is required to teach under Section L3.1 for a period of nine (9) or more consecutive teaching days in the same assignment. An interruption in the assignment due to sickness, bereavement leave, or a professional activity day shall not interrupt the continuance of the assignment.

- (b) Interrupted Long Term Assignment  
In the event that a Long-Term Occasional Teacher's assignment is interrupted by the regular teacher's return for a period of ten (10) days or less, and the regular teacher again becomes unavailable, for the same initial reason, the same Occasional Teacher will be rehired, if available, and the long-term assignment will be deemed to be uninterrupted.

L3.4 Probationary Occasional Teacher

Effective September 1, 2001, a probationary Occasional Teacher means an Occasional Teacher who shall be on probation for one year. **The one (1) year period is defined as a calendar year from date of hire. During their probationary period, an Occasional Teacher may request or may be requested by a Principal or Vice-Principal to complete one (1) OT Checklist.**

L3.5 The "Roster" means a list of all qualified Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the elementary panel of the Greater Essex County District School Board.

L3.6 "Qualified" means an Occasional Teacher who holds a valid Ontario Teacher's Certificate in accordance with the Education Act or a Letter of Standing.

- L3.7 Priority Call Out means a board initiated process to offer the first available casual assignment to an occasional teacher.
- L3.8 "Federation" means the Elementary Teachers' Federation of Ontario (ETFO).
- L3.9 "Local" means the Elementary Teachers' Federation of Ontario, Greater Essex County Occasional Teachers' Local.
- L3.10 "Board" shall mean the Greater Essex County District School Board.

#### **ARTICLE L4 - UNION DUES AND ASSESSMENTS**

- L4.1 On each regular pay date on which an employee is paid, the Board shall deduct from each employee, the ETFO dues and any dues chargeable by the Local or an equivalent amount. The amounts shall be determined by the ETFO and/or the Local in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- L4.2 The ETFO dues deducted in L4.1 shall be remitted to the General Secretary of ETFO at 136 Isabella Street, Toronto, Ontario M4Y 0B5 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees (name, address, board email), the Ministry Identification Number (MIDENT), OCT Number, annual salary, Member Status (Active/Terminated/Retired), the number of days worked, FTE Status, salary for the period and the amounts deducted. This same list shall be forwarded to the President of the Occasional Teachers' Local at the same time.
- L4.3 Dues specified by the Local in L4.1, if any, shall be deducted and remitted to the Treasurer of the Local ETFO at the Local's current address not later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their employee identification number, the number of days worked, salary for the period and the amounts deducted.
- L4.4 ETFO and/or the Local, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by ETFO and/or the Local.
- L4.5 The Board shall provide to the Local, by October 15th each year, a letter stating the total number of days of elementary casual and long-term occasional teaching days for the previous school year.
- L4.6 The Statement of Remuneration (T-4 Income Tax Slip) provided each year by the Board shall indicate the amount of fees paid by each Occasional Teacher during the previous year.
- L4.7 The Board shall endeavor to invoice the union for reimbursement costs within twelve (12) months, and no later than eighteen (18) months, after the date that the cost is incurred.

## **ARTICLE L5 - MANAGEMENT RIGHTS**

- L5.1 The Greater Essex County Occasional Teachers' Local recognizes that the Board has the right, duty and responsibility to provide, operate and manage the elementary schools in its jurisdiction according to the laws of Ontario and subject to the express provisions of this Agreement, so long as these provisions are not inconsistent with any law of Ontario.
- L5.2 The Board agrees to consult with the Local concerning policy changes that may affect the working conditions of Occasional Teachers, prior to implementation of such changes. Such consultation may take place at the Occasional Teacher/Board Committee level and may be initiated by either party.
- L5.3 (a) The Greater Essex County Elementary Occasional Teachers' Local further recognizes the right of the Board to discipline and discharge Occasional Teachers with just cause following a meeting with the Occasional Teacher to discuss the issue and subject to the right of an Occasional Teacher to lodge a grievance in accordance with Article L23 of the Collective Agreement. The Occasional Teacher shall be informed of their right to have union representation at this meeting.
- (b) Such cause shall be communicated in writing to the Occasional Teacher with a copy to the President of the Local and the appropriate Superintendent, within ten (10) working days from the time the teacher is informed of such action.
- (c) If an Occasional Teacher is required to attend a discipline meeting and attendance at this meeting causes the Occasional Teacher to miss a scheduled assignment the Occasional Teacher will be paid for that assignment.
- L5.4 Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence. No other member of the Union shall be required or requested to evaluate an Occasional Teacher's competence.
- L5.5 Each of the parties hereto agree that there shall be no interference, restraint, coercion or discrimination because of race, colour, age, creed, religion, sex or marital status exercised or practiced upon Occasional Teachers in the elementary panel due to participation in the lawful activities of the Greater Essex County Occasional Teachers' Local.
- L5.6 The Board agrees that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of Union membership or as highlighted within **any of the protected grounds under** the Ontario Human Rights Code, **or the Occupational Health and Safety Act.**
- L5.7 (a) Security cameras, or other electronic surveillance (i.e., video, audio), in the workplace will not be used for the purposes of monitoring the work performance of members.
- (b) There will be no security cameras, or other electronic surveillance (i.e., video, audio) placed in washrooms or change rooms.

## **ARTICLE L6 - ACCESS TO INFORMATION**

- L6.1 (a) The only recognized personnel file of a teacher shall be maintained in the Human Resources Department of the Board.
- (b) Following the written request of an Occasional Teacher for an appointment, the Board shall make available for review, during normal business hours, all information in their file. Such review shall be in the presence of a member of the Human Resources Department. A Federation official may accompany the member if requested by the member.
- L6.2 Upon written authorization by the Occasional Teacher, a Federation representative shall have access to the Occasional Teacher's file.
- L6.3 An Occasional Teacher may copy any material contained in their file. If the Occasional Teacher disputes the accuracy or completeness of information in the file other than an evaluation report, the Superintendent of Human Resources, or designate, within a reasonable time from the receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Superintendent of Human Resources or designate, shall, at the written request of the Occasional Teacher, notify all persons who received a report based on the inaccurate information of any amendments.
- L6.4 Supervisory Officers, Principals and Vice-Principals shall forward all evaluation and disciplinary documents to the Occasional Teacher at the same time as such documents are being forwarded to the Human Resources Department.
- L6.5 Disciplinary materials and adverse reports will remain in an Occasional Teacher's file for two years. Following **the two (2) year period,** an Occasional Teacher may **make a request to** the Superintendent **of Human Resources, in writing, to have a disciplinary letter and/or** adverse report removed from their personnel file. **If that Occasional Teacher has had no additional related letters placed into their file since the date of the letter in question, the Superintendent of Human Resources may approve the request and** respond in writing within twenty (20) days. **If the** request is denied, the Superintendent **of Human Resources** shall provide the reason for the denial, in writing to the Occasional Teacher.

**It is understood that a request for removal shall not be unreasonably denied.**

## **ARTICLE L7 - COLLECTIVE AGREEMENT**

- L7.1 The Board shall provide all Occasional Teachers employed by the Board with an electronic copy of this Collective Agreement within thirty (30) days of the ratification.
- L7.2 The Board shall provide to the principal of each elementary school under its jurisdiction an electronic copy of this Collective Agreement.
- L7.3 The Board shall provide new employees with a hard copy of the Collective Agreement in effect at the date of hire.

## **ARTICLE L8 - WORKING CONDITIONS**

- L8.1 An Occasional Teacher must be qualified to teach in Ontario to be eligible for inclusion on the Roster.
- L8.2 Prior to being placed on the Roster, an applicant must submit proof of certification and all other required documents.
- L8.3 (a) The maximum FTE number of Casual Occasional Teachers on the Roster shall be two hundred and seventy-five (275). If the Superintendent responsible for Occasional Teachers determines that the number of Casual Occasional Teachers available does not meet the needs of the Board, additional Occasional Teachers may be added to pierce the two hundred and seventy-five (275) maximum number following consultation with the President of the Local and mutual agreement.
- (b) The FTE number two hundred and seventy-five (275) of Casual Occasional Teachers will include elementary teachers who have been terminated by the Board due to redundancy, pro-rated part time occasional teachers, part time LTO teachers and part time contract teachers, as well as full time occasional teachers who are available for daily call-out. Occasional Teachers in full time LTO assignments are not counted as part of the Casual Occasional call-out list.
- (c) The Board shall report to the President of the Local the FTE number of Casual Occasional Teachers on the Occasional Teacher List on October 15<sup>th</sup>, January 15<sup>th</sup> and April 15<sup>th</sup>. The calculated number shall be the number used when hiring to the Roster.
- L8.4 (a) The Board's Roster shall be the list as prepared by the Board. This List shall be updated in September of each year and a copy shall be sent to the President of the Occasional Teachers' Local by October 15<sup>th</sup> of each year. For each Occasional Teacher, the Roster shall include the name, address, telephone number, salary category, teaching experience, qualifications relevant to elementary teaching assignments and preferred school zones.
- (b) Teachers who want to change their status on the Roster must do so in writing to the appropriate Superintendent by August 15<sup>th</sup> of each year.
- (c) Amendments to the Roster shall be sent to the Occasional Teachers' Local within thirty (30) days.
- (d) The Board shall provide the Local with a list of all long-term teaching assignments by October 15<sup>th</sup>, January 15<sup>th</sup> and April 15<sup>th</sup>, with the start and end dates, where known, listed for each assignment.
- (e) The Board shall report the use of any emergency persons to the President of the Local by the 15<sup>th</sup> **day** of the month.
- (f) The Board shall provide the Local with a list of all Occasional Teachers hired to a contract position two weeks after reorganization and by January 15<sup>th</sup>.

- L8.5 (a) Before implementing changes to the method of calling Occasional teachers there will be consultation with the Union.
- (b) The method of calling Occasional Teachers shall be communicated to each Occasional Teacher in writing.
- L8.6 The Board agrees to consult with the Greater Essex County Occasional Teachers' Local and the Local President with respect to any changes in the Roster.
- L8.7 The Board recognizes the unique role that an Occasional Teacher plays in the provision of educational programs and upon arrival the Occasional Teacher will be provided information such as but not limited to the information outlined in AP-AD-44 – Communication with Occasional Staff.
- L8.8 (a) The timetable for an occasional teacher will be the same as the timetable of a teacher being replaced.
- (b) When not replacing a single teacher the Principal will endeavor to assign the occasional teacher a timetable comparable to when a teacher is being replaced.
- L8.9 (a) The Board recognizes the unique role of the Occasional Teacher and the variety of assignments given and will not assign early morning supervision on the first day of an assignment.
- (b) When an Occasional Teacher **accepts** two (2) half day assignments the Occasional Teacher **will notify the Administrator or designate if they completed a supervision during the first nutrition break. The Administrator or designate will arrange coverage to ensure a forty (40) minute uninterrupted lunch.**
- (c) Should the Board bring in an occasional teacher for an assignment other than the replacement of a single teacher, and where the teacher (s) being replaced are on-site, the occasional teacher will not normally be expected to cover supervision duty unless the occasional teacher assignment is for the same teacher before and after the assigned duty and subject to Article L8.10.
- This is for occasional teacher assignments like, but not limited to, preparation pay-back, and covering for IPRC, HUB, and/or PLC meetings.
- L8.10 The Board shall provide each Occasional Teacher with at least a forty (40) minute uninterrupted lunch period per day, free from duty.
- L8.11 (a) Preparation time shall be free from supervisory, teaching or other assigned duties.
- (b) Preparation time shall be used in the school for professional activities as determined by the Occasional Teacher. The Occasional Teacher shall not be allowed to leave the school during preparation time unless the Teacher has the consent of the Principal to do so.

- L8.12 (a) Daily Occasional Teachers are responsible to submit for reimbursement their kilometer/mileage expenses, **monthly, in accordance with the Board policy and in a legible format.**
- (b) Occasional Teachers with daily assignments in more than one location on the same day, shall receive mileage compensation in accordance with Board policy, for the distance travelled between Board locations
- L8.13 An Occasional Teacher shall not be required to do any medical-physical procedures for pupils.
- L8.14 When necessary, each school will share information pertinent to Occasional Teachers within that school that can't be shared electronically.
- L8.15 It is the Board's obligation to ensure that every teacher is free from harassment in the workplace.
- L8.16 It is understood that extra-curricular activities are voluntary.
- L8.17 (a) Long-term Occasional Teachers will be provided with the necessary training. **Should a Long-Term Occasional Teacher require training and/or support to complete their Report Cards, Progress Reports, Communication of Learning and/or Individual Education Plans, the Long-Term Occasional Teacher will report to their Principal/Vice-Principal the training and/or support required. The Principal/Vice-Principal will then determine the means by which the Long-Term Occasional Teacher may access said training and/or support and provide an opportunity to access this training and/or support.**
- (b) When a long-term occasional teaching assignment is completed prior to the required date for report cards to be submitted and the principal requires an occasional teacher to complete report cards, the occasional teacher shall be paid one day at the rate of pay they received in the assignment.
- (c) **If a Long-Term Occasional Teacher is asked to complete Report Cards, Progress Reports, or Communication of Learning Reports twice in a single reporting period, the Long-Term Occasional Teacher will report this to their Principal/Vice-Principal. The Principal/Vice-Principal and the Long-Term Occasional Teacher will determine how the Reports will be completed and how a Daily Occasional Teacher might be utilized in the process.**
- (d) **No Occasional Teacher shall be required to sign reports completed by another Teacher.**
- (e) **No Occasional Teacher shall be required to use personal electronic equipment for work related purposes.**
- (f) **The Board and Union agree that Occasional Teachers shall use their professional judgement when deciding on the mode of communication with students and/or parents/guardians.**
- L8.18 (a) Long Term Occasional Teachers who participate in evening parent/teacher interviews shall have one half of a professional activity day following the



parent/teacher interview session free from meetings, supervisory or other duties. Such time shall be prorated for part time staff. Should the Occasional Teacher no longer be in a long-term assignment, then they will be paid a half day pay per evening interview session worked, for which time described in this paragraph has not been given.

- (b) When a long-term occasional teaching assignment is completed prior to the date for interviews and the Principal requests the occasional teacher be at interviews, the occasional teacher shall be paid according to 8.18 (a).

L8.19 No Occasional Teacher on the Roster shall be required to pay a fee in order to apply for any elementary teaching position within the Board.

L8.20 Fifth Disease

When a long-term occasional teacher is working in a school where fifth disease has been confirmed and the long-term occasional teacher may be at risk, the long-term occasional teacher will be offered the opportunity to be placed on a priority call out for TESS.

When a casual occasional teacher accepts an assignment and upon arrival is notified that there is a confirmed case of Fifth Disease in the school and the occasional teacher may be at risk, the casual occasional teacher shall have the right to decline the assignment and will be offered the opportunity to be reassigned provided there is an open assignment available that day.

**ARTICLE L9 - CALLING OF OCCASIONAL TEACHERS FOR LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS**

- L9.1 (a) (i) When it is predetermined by at least **ten (10)** school days in advance of the start of the absence that a long-term occasional teacher will be required for a continuous period of **twenty (20) school days** or more such vacancy shall be posted for **five (5)** calendar days. A copy shall be forwarded to the Union.
- (ii) The Board commits to posting by June 15<sup>th</sup> a list of all known long-term occasional assignments which are a minimum of three (3) months in duration for the following school year. The posting shall be for ten (10) calendar days. Occasional teachers who wish to declare their interest for all the posted positions for which they hold the necessary qualifications may do so, but may not apply for individual positions. Applicants will further declare on this posting their interest in any contract position which may arise during the following school year as well as indicating their geographic area(s) of preference.
- (b) Only qualified, Non-Probationary Occasional Teachers, covered under this agreement, who are members in good standing with the Ontario College of Teachers, will be hired for long-term occasional teaching assignments with the Greater Essex County District School Board.
- (c) **In the event there are no Qualified Non-Probationary Occasional Teachers who have applied for consideration for a long-term assignment, the Board**

**may consider Qualified Probationary Occasional Teachers for the long-term assignment.**

- L9.2 Where an occasional teacher is called for an assignment which then becomes a long-term assignment, the occasional teacher shall be given consideration in the hiring for that particular assignment.
- L9.3 The Board shall only call Occasional Teachers whose names are on the Board's Roster to replace teachers who are absent or unable to perform their duties, except in emergency situations, in accordance with the Education Act.
- L9.4 When the Board employs a long-term occasional teacher, it shall provide them with information concerning the start and projected end dates of the assignment, and the nature of the position. Changes to the specified dates shall be communicated to the Occasional Teacher. In the event the teacher being replaced wishes to return prior to the anticipated original date of return, the Occasional Teacher will be given five (5) days' notice or placed on priority call out in lieu of notice. In order to continue at grid rate for an LTO, while on priority call out, the occasional teacher must accept all assignments offered. Exceptions or extenuating circumstances may be approved by the appropriate Superintendent or designate.

**ARTICLE L10 – PERFORMANCE APPRAISALS (EVALUATIONS)**

- L10.1 No evaluations of Occasional Teachers shall be conducted during the months of September or June, unless there are extenuating circumstances that arise.
- L10.2 The signature of an Occasional Teacher on the performance appraisal shall be evidence only of the receipt thereof and not be construed as approval of, consent to, or agreement with the contents.

**ARTICLE L11 - ELEMENTARY TEACHING VACANCIES**

- L11.1 (a) Occasional Teachers who possess the necessary qualifications to teach in the elementary panel may **apply to postings as they become available.**
- (b) The Board will notify the President of the Local when it is accepting applications for permanent teaching positions in the elementary panel.

## **ARTICLE L12 - RATES OF PAY**

L12.1 The Board shall pay rates of remuneration in accordance with the following:

(a) **Daily Rate of Qualified Casual Occasional Teachers**

<b><u>Effective</u></b>	<b><u>Base Rate</u></b>	<b><u>Vacation</u></b>	<b><u>Statutory Holidays</u></b>	<b><u>Total</u></b>
2019 08 31	\$222.19	\$8.89	\$6.67	\$237.74
2019 09 01	\$226.08	\$9.04	\$6.78	\$241.90
2020 09 01	\$230.03	\$9.20	\$6.90	\$246.14
2021 09 01	\$238.66	\$9.55	\$7.16	\$255.37

<b><u>Effective</u></b>	<b><u>Base Rate</u></b>	<b><u>Vacation</u></b>	<b><u>Statutory Holidays</u></b>	<b><u>Total</u></b>
2022 09 01	\$245.82	\$9.83	\$7.37	\$263.03
2023 09 01	\$253.20	\$10.13	\$7.60	\$270.92
2024 09 01	\$263.98	\$10.56	\$7.92	\$282.46
2025 09 01	\$270.58	\$10.82	\$8.12	\$289.52

(b) **Qualified Long-term Occasional Teacher Rate**

Commencing September 1, 2021, a Long-term Occasional Teacher shall be placed on the Elementary Teachers' Salary Grid in accordance with the recognized teaching experience and category placement effective on the ninth (9th) consecutive teaching day and retroactive to the first (1st) day the Occasional Teacher began the long-term occasional teaching assignment. The Occasional Teacher shall continue to be paid according to the Elementary Teachers' Salary Grid until the expiration of the assignment.

- (i) An Occasional Teacher who is moved from one LTO assignment to another at the Reorganization Day will be deemed not to have had their assignment interrupted.
- (ii) An assignment of 9 days or less before reorganization will be paid at the Daily Occasional Teacher rate.
- (iii) It is understood and agreed that the salary of the long-term Occasional Teacher includes vacation and statutory holidays.

(c) **Occasional Teachers shall be remunerated on a half day or full day basis.**

- L12.2 (a) For the purpose of calculating the rate of a long-term Occasional Teacher, the calculation shall be based on the number of school days in a given school year.
- (b) The current elementary teachers' salary grid shall be forwarded, electronically, to the local president. An updated copy shall be sent electronically within 30 days of any changes.
- L12.3 For purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

L12.4 The Board shall continue to pay Occasional Teachers on either a 0.5 or 1.0 basis only.

L12.5 The Board shall endeavor to provide the pay schedule for the upcoming school year by August 1<sup>st</sup> of each year.

### **ARTICLE L13 - QUALIFICATIONS**

L13.1 Category placement of Long-term Occasional Teachers on the Elementary Teachers' Salary Grid shall be determined in accordance with the current Qualifications Evaluation Council of Ontario (Q.E.C.O.).

L13.2 Documentary proof of qualifications and experience shall be incumbent on all Occasional Teachers.

L13.3(a) **When a course or courses which may result in a category change have been completed before September 30<sup>th</sup>, the salary adjustment shall be retroactive to September 1<sup>st</sup> of the same year provided that:**

**(i) the Occasional Teacher notified Human Resources at the Board Office in writing by September 30<sup>th</sup> that they are expecting a change in category or qualifications; and**

**(ii) provide the QECO statement of evaluation to Human Resources prior to December 31<sup>st</sup> of the same school year.**

(b) **When a course or courses which may result in a category change have been completed by January 31<sup>st</sup>, the salary adjustment shall be retroactive to January 1<sup>st</sup> provided that:**

**(i) the Occasional Teacher notified Human Resources at the Board office in writing by January 31<sup>st</sup> that they are expecting a change in category or qualifications; and**

**(ii) provide the QECO statement of evaluation to Human Resources prior to June 1<sup>st</sup> of the same school year.**

### **ARTICLE L14 - RECOGNIZED TEACHING EXPERIENCE**

L14.1 Previous teaching experience in Ontario or equivalent as well as previous occasional teaching experience recognized by this Board and its predecessor boards prior to March 31, 1985 shall be recognized as teaching experience for the purpose of placing a Long-term Occasional Teacher on the Elementary Teachers' Salary Grid.

L14.2 (a) In addition to Section L14.1, long-term occasional teaching experience since April 1, 1985 with this Board and its predecessor boards shall be recognized as teaching experience for the purpose of placing a long-term Occasional Teacher on the Elementary Teachers' Salary Grid. **Previous contract and long-term teaching experience in Ontario or its equivalent, shall be recognized as teaching experience for the purpose of placing a Teacher on the salary grid. The practice of the predecessor Essex Board with respect to the**

**United Mennonite Educational Institute (UMEI) shall continue to be recognized.**

- (b) In addition to section L14.1, short term (daily) occasional teaching experience with the Greater Essex County District School Board accumulated after September 1, 2002 shall be recognized as teaching experience for the purpose of placing a Long-term Occasional Teacher on the Elementary Teachers' Salary Grid.

**(c) Experience calculated shall be added to an Occasional Teachers' previous experience and shall be effective as of the next school year.**

L14.3 Experience calculated shall be added to an Occasional Teacher's previous experience and shall be effective as of the next school year.

L14.4 Occasional teaching experience accumulated following ratification of this agreement shall be calculated on the basis of 194 days equal one year and shall be recorded each September 1st. Teaching experience under Sections L14.1 and L14.2 shall be cumulative from year to year and shall be calculated as follows:

- (a) each full year of experience shall count as one (1) year;
- (b) any remaining fraction of a year shall be calculated as follows:
- i) less than 80 days in a given year --- No credit
  - ii) 80 days and less than **145** days in a given year --- 1/2 year credit
  - iii) over **145** days in a given year --- 1 year credit

**ARTICLE L15 - REPORTING PAY**

L15.1 An Occasional Teacher who reports for an assignment and for whom no teaching assignment is available shall be paid for one-half (1/2) day and shall be assigned professional duties by the principal for one-half (1/2) day provided the Occasional Teacher accepts the assignment given by the principal for that half day.

L15.2 An assignment of a Long-term Occasional Teacher shall not be deemed to have been interrupted if the Occasional Teacher is not required to be present in the school due to special circumstances such as climatic conditions or mechanical breakdown.

- L15.3 (a) In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers will be paid half of the applicable daily rate of pay if the school closes in the A.M. and the full salary of the applicable daily rate of pay if they are scheduled to work in the P.M. and the school closes in the P.M.
- (b) No member who has been given a job number for an assignment will lose pay or sick leave credits due to an emergency school closure, providing there is no other assignment available.

- (c) Efforts will be made to reassign casual occasional teachers in the event of emergency school closures.

L15.4 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided, they arrive within a reasonable time of receiving such late request.

L15.5 Cancelled Assignments

- a) If an assignment is cancelled within one (1) hour of the start time of the assignment, the Occasional Teacher will accept the alternate assignment as determined by the Board. If the Board is unable to reach the Occasional Teacher to notify them of this change, they will not be paid.
- b) Notwithstanding the above, cancelled assignments due to system closure will be excluded.

L15.6 In all cases where an Occasional Teacher receives pay under this Article, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked. For further clarity, but not so as to limit the foregoing, such time shall be included for purposes of calculating benefit entitlement, seniority, teaching experience, sick leave and other entitlements.

## **ARTICLE L16 - BENEFITS**

- L16.1 (a) Extended Health Care Benefits and Basic Dental, Vision and Semi-Private benefits as stipulated in the Elementary Teachers' Collective Agreement will be extended to Occasional Teachers who have been in the same assignment for more than three (3) consecutive months and who have decided to enroll in the plans for the duration of the assignment.
- (b) If the assignment is known in advance to exceed three (3) months, the premium cost will be paid at the commencement of the assignment.
  - (c) If the assignment is not known to exceed three (3) months, the premium cost will be paid at the commencement of the fourth (4th) month or as soon as it becomes known that the assignment will exceed three (3) months.
  - (d) The Board's share of the benefits provided by Subsection 15.01 (a) for an employee working less than full-time will be prorated in the same ratio as the part-time employment relates to the full-time employment.
- L16.2 An Occasional Teacher who has worked a minimum of sixty (60) days in the previous school year is eligible to enroll in the Board's benefit plan. The occasional teacher must notify the Board no later than July 15<sup>th</sup> of **their** intention to enroll. The Occasional Teacher accepted into the plan shall remain enrolled for a minimum of one year. The Occasional Teacher shall provide the Board with an automatic bank withdrawal and the full cost of the premiums shall be deducted one month in advance. An Occasional Teacher, who has enrolled in the plan, shall be terminated from the plan if that teacher goes two years without working a minimum of sixty (60) days.

## **ARTICLE L17 - PAID SICK LEAVE**

- L17.1 (a) **Access to paid sick leave is outlined in Article C6.00 of the Central Terms.**
- (b) Each Occasional Teacher on a long-term teaching assignment **paid sick leave in accordance with Article C6.00 of the Central Terms and will be a** prorated number of days of sick leave. The number of sick leave days shall equal the total number of **teaching days/194 x 11**. Such leave will be credited at the end of each month of the assignment.
- (c) Unused sick leave credits are cumulative to a maximum of **11** and shall be carried over from one long-term occasional teaching assignment to another.
- (d) Requests for absence due to organ/tissue donation are to be made directly to the Superintendent of Human Resources.
- L17.2 Leaves under Article L17 **and in accordance with Article C6.00 of the Central Terms** shall not be considered as having interrupted the Occasional Teacher's long-term assignment.
- L17.3 Sick days covered under Article L17 **and in accordance with Article C6.00 of the Central Terms** will be considered to count toward days of experience gained when calculations are done at the end of the school year.

## **ARTICLE L18 - LEAVE OF ABSENCE**

- L18.1 An Occasional Teacher may be granted a leave of absence up to one (1) school year. The Occasional Teacher's name will be removed from the Roster for the period of the leave and will be added to the Roster upon the Occasional Teacher's termination of the leave. **Such leave may be extended to a maximum of one (1) school year upon request to the Superintendent of Human Resources or designate.**
- L18.2 An Occasional Teacher shall apply in writing to the appropriate Superintendent for a leave of absence without pay no later than October 15<sup>th</sup> for a leave of absence beginning January 1<sup>st</sup>, and no later than the last Friday in March for a leave beginning September 1<sup>st</sup>, unless other mutually acceptable dates are arranged.**
- L18.3 The leave of absence shall not interrupt the continuance of employment of the Occasional Teacher with the Board.

## **ARTICLE L19 - FEDERATION BUSINESS**

- L19.1 The Board will bill the Federation if the Local requests that an Occasional Teacher be released from Occasional Teacher responsibilities for Federation business. Such released members will receive their current rate of pay, benefits, teaching experience, seniority and other entitlements under this collective agreement and such leave shall not constitute a break in service.
- L19.2 (a) The President of the Local will receive grid pay, teaching experience and seniority for all union release days. The Board will bill the Federation for the full cost.

- (b) The president of the Local shall be eligible to enroll in the board's Benefit Plan. The President must notify the Board within 30 days **their** intentions to enroll. The President shall enroll for a minimum of one year. The board will bill the Federation for the full cost of the premiums in accordance with Article L16.

L19.3 At the request of the Union the Board shall grant the Local Union President or designate a leave of absence. The member shall be treated for all purposes, included but not limited to, pay, benefits, teaching experience, seniority and other entitlements under this collective agreement, as if employed as a Long-Term Occasional Teacher. The Federation will reimburse the Board for the full cost of the member.

L19.4 For each Occasional Teacher who is requested by the Board to participate on a Board committee during the instructional day, the Board will pay grid rate for Long Term Occasional Teachers or daily rate for Casual Occasional Teachers for the time requested while attending meetings scheduled by the committee chair.

### **ARTICLE L20 – MISC. LEAVES FOR LONG-TERM OCCASIONAL TEACHERS**

Teachers shall be entitled to short-term personal leave each work year without loss of salary, sick leave, benefits, experience or seniority, subject to the limitation(s) as listed below. A teacher shall make reasonable efforts to complete the Request for Leave Form before taking leave in accordance with Article L20. Where an emergency prevents prior notification of the need for leave, a teacher shall notify the supervisor verbally as soon as possible of the leave which has been taken, and confirm the leave in writing to the supervisor. The Board reserves the right to request additional documentation to substantiate leaves in Article L18. The employee shall not be entitled to leave under Article L20 during the period of scheduled inactive employment.

Note: Days under L20.1 (a) (i) and (ii) may be taken for all observances and rituals associated with one's religious/cultural beliefs such as but not limited to funeral services, memorial services, visitation and/or ceremonies where only available during working hours. It is understood that bereavement days will be taken consecutively, immediately following the death unless special circumstances require an exception with prior approval authorized by the Superintendent of Human Resources or designate. Approval of bereavement requests will not be unreasonably withheld.

- L20.1 (a) A Long-term Occasional Teacher will be allowed leave without loss of salary as described hereunder:
- (i) Up to five (5) days compassionate leave immediately following the death, in the event of the death of a spouse, parent, child, guardian, **step-parent, sibling, step-sibling, parent-in-law, child-in-law**, foster child and total dependent.
  - (ii) Up to three (3) days compassionate leave for the attendance of the long-term occasional teacher at the funeral of a grandparent, grandchild, **sibling-in-law**.
- (b) A Long-term Occasional Teacher will be allowed leave without loss of salary for the following:



- (i) jury duty

**Note: Long-Term Occasional Teachers shall report to the Board within thirty (30) days of returning to work, any earnings received as a juror, not including travel/meal allowances and living expenses.**

- (ii) quarantine
- (iii) subpoena
- (iv) birth or adoption of the Occasional Teacher's child (2 days)

- (c) A **Long-Term Occasional Teacher** will be allowed leave without loss of salary (up to one (1) day) for the following:

- (i) up to one (1) day compassionate leave for the funeral of a close personal friend or relative not mentioned above.
- (ii) examination (one's own)
- (iii) graduation (one's own)

- (d) A **Long-Term Occasional Teacher** will be allowed up to two (2) personal leave days in a school year. The long-term occasional teacher shall reimburse the Board for the cost of the short-term occasional teacher **equivalent to the full cost of the Occasional Teacher.**

**These days will not be granted to extend any other type of leaves, Christmas or March Break, summer holiday and/or statutory holiday (Thanksgiving, Easter, Family Day and Victoria Day weekends). Exceptions may be approved by Human Resources.**

- (e) A **Long-Term Occasional Teacher** shall be granted by the Superintendent of Human Resources, up to a maximum of three (3) school days or six (6) half-days per school year to attend to personal, legal or family emergencies that could not be conducted outside of school time. Documentation may be required. In addition, legal appointments for self, spouse, and dependent children may be approved under this clause. Medical appointments for the Teacher's spouse and dependent children may also be approved. Other leaves may be approved at the discretion of the Superintendent of Human Resources or designate. It is expected that only that portion of the work day necessary to attend to these matters will be taken.

These days will not be granted on PD days and not to extend any other type of leaves, Christmas or March Break, summer holiday and/or statutory holiday (Thanksgiving, Easter, Family Day and Victoria Day weekends).

These days will be allowed without loss of salary, sick leave, benefits, experience, or seniority. Documentation may be required. The long-term occasional teacher shall reimburse the Board for the cost of the short-term occasional teacher employed on the day of the personal leave.

**The long-term Occasional Teacher will make such a request to Human Resources at least five school days in advance of the leave date. Exceptions to the notice period may be approved by Human Resources.**

L20.2 Leaves under this Article, as well as an appearance in a grievance-arbitration proceeding, shall not be considered as having interrupted the Occasional Teacher's long-term assignment.

## **ARTICLE L21 - PARENTAL LEAVE**

### L21.1 Pregnancy/Adoption/Parental Leave

- (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act. An application for pregnancy/parental leave, as well as documentation from the physician, midwife or nurse practitioner indicating the due date must be submitted prior to commencing the leave, unless extenuating circumstances prevent advanced notice. **The Occasional Teacher will provide notice within four (4) weeks of their due date when possible.**
- (b) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leave may begin no more than sixty-one (61) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. For the parent who did not take pregnancy leave, the Board shall provide a parental leave for up to sixty-three (63) weeks.
- (c)
  - (i) The maximum length of a pregnancy/adoption/ parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the Occasional Teacher and the Superintendent of Education. The return date will be determined prior to the commencement of the leave.
  - (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the appropriate Superintendent upon a request by an Occasional Teacher. Such leave to terminate on a date mutually agreed by the Occasional Teacher and the appropriate Superintendent but not to exceed beyond the end of the school year.
  - (iii) An Occasional Teacher returning from a Pregnancy / Parental / Adoption leave may indicate in writing, to the Human Resources Department (thirty) 30 days prior to their scheduled return date, their need to return on a 0.5 FTE basis. The 0.5 FTE status will be in effect for the remainder of the school year. Requests shall not be unreasonably denied.
- (d) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (c) (i) or (ii) above.
- (e) An Occasional Teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.

- (f) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be entitled to further credit for service or experience.
- (g) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave.
- (h) The pregnancy/adoption/parental leave shall apply in respect of any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.

## **ARTICLE L22 - ACCOMMODATION**

- L22.1 Where it is determined by the teacher's medical practitioner that a teacher requires accommodation, the Board, in consultation with the Union and the teacher, shall cooperatively develop a written accommodation plan.
- L22.2 The Board shall make all reasonable efforts to implement the plan.
- L22.3 The Plan shall address working conditions, as they relate to accessibility and other factors, which may include accommodations, adaptive technologies, attitudinal barriers and adequate modifications.
- L22.4 This written plan should be implemented in as timely a manner as possible.
- L22.5 The plan shall include a schedule for formal reviews. A review shall also be conducted where the nature of the teacher's disability(ies) change(s). Appropriate changes shall be made in accordance with each review as soon as possible.
- L22.6 All reviews shall be conducted by the Board, in consultation with the Union.

## **ARTICLE L23 – GRIEVANCE and ARBITRATION PROCEDURE**

- L23.1 (a) A "grievance" is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- (b) A "party" shall be defined as
- (i) Bargaining Unit
  - (ii) The Board
- (c) "days" shall mean regular work days unless otherwise indicated.
- L23.2 An Occasional Teacher shall have the right to have present a representative from the Union to assist the Occasional Teacher at any stage in this grievance and arbitration procedure.
- L23.3 Procedure - Informal Stage  
Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher with the Principal within ten (10) days of the time when the grievor should

reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the informal stage.

#### Step One

The Bargaining Unit may initiate a written grievance with the appropriate Superintendent or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- (i) A description of how the alleged dispute is in violation of the Collective Agreement; AND
- (ii) A statement of the facts to support the grievance; AND
- (iii) The relief sought; AND
- (iv) The signature of the duly authorized official of the Bargaining Unit.

#### Step Two

If no settlement is reached at Step One, the Bargaining Unit, may, within ten (10) days of receipt of the written reply of the appropriate Superintendent or designate, refer the matter to the Director's Council. The Director's Council shall provide a response to the grievance in writing within ten (10) days after the receipt of the grievance.

L23.4 If the reply of the Director's Council is unacceptable to the Bargaining Unit, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

Failure to proceed with notice for arbitration within the fifteen (15) days will result in forfeiture of rights to the grievance procedure.

#### L23.5 Policy and Group Grievance

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of Occasional Teachers who are affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step Two.

L23.6 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) days after receiving the reply under Step Two. The Arbitrator will be selected by the parties. If the two parties fail to agree upon an Arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.

The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or Board affected by it.

The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator shall have the powers as outlined in the Labour Relations Act.

Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

L23.7 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

L23.8 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

L23.9 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.

L23.10 Cost of Arbitration

The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.  
Other costs incurred by each party shall be the responsibility of that party.

L23.11 Grievance Mediation

Nothing in this article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

## **ARTICLE L24 - STRIKES AND LOCKOUTS**

L24.1 The parties agree that there will be no strikes or lockouts during the term of this Agreement.

## **ARTICLE L25 - REPRESENTATION**

L25.1 The Board agrees that it will deal solely with the Greater Essex County Occasional Teachers' Local or its duly authorized agents in all matters pertaining to the administration and interpretation of this Agreement.

L25.2 The Board shall provide the Union with access to the Board's internal mail services.

## **ARTICLE L26 - OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE**

- L26.1 (a) The Board and the Greater Essex County Occasional Teachers' Local shall establish a committee to be known as the Occasional Teacher-Board Relations Committee. The Committee will be comprised of three (3) representatives from the Board and the Local President and two (2) members from the Occasional Teachers' Local.
- (b) The Committee shall meet once every three months for the purpose of considering matters pertaining to or arising out of the Collective Agreement and any matter affecting or likely to affect Occasional Teacher-Board relations.
- (c) This Committee does not in any way form part of the grievance-arbitration procedure set forth in the Collective Agreement and no matter which is the subject of a grievance or arbitration in progress shall be the subject of discussion at a meeting of this Committee.
- (d) This Committee shall convene within thirty (30) days of a request of either party, to discuss matters of concern.

## **ARTICLE L27 - PROFESSIONAL ACTIVITY**

- L27.1 Should a Professional Activity/Development Day occur at the end of a long-term assignment (including the end of a school term), the Professional Activity/Development Day shall be considered as part of the long term. The occasional teacher will participate in the school's activities or professional development for that day(s) and be paid at the rate of pay received in the assignment.
- L27.2 The Board shall provide information to the Occasional Teachers' Local President about Board sponsored workshops, courses and curriculum meetings. Occasional Teachers may participate on a voluntary basis subject to the availability of space.
- L27.3 The Board shall provide information to the Occasional Teachers' Local President about the activities planned for each professional activity day. Occasional Teachers may participate on a voluntary basis subject to the availability of space.
- L27.4 A Long-term Occasional Teacher **in an assignment** will be eligible to attend Professional Development Activities related to the current assignment **with pay**.

## **ARTICLE L28- CRIMINAL BACKGROUND CHECK**

- L28.1 The District School Board shall pay all costs associated with an incumbent employee who participates in the check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to *Regulation 521/2001 of the Education Act*.
- L28.2 The District School Board shall ensure that all records and information (including offence declarations and Canadian Police Information Centre (C.P.I.C.) obtained pursuant to Regulation 521/2001 of the Education Act or any subsequent regulation or law, are stored in a secure location and in a completely confidential manner.

L28.3 The Board shall not release any information about an Occasional Teacher obtained pursuant to *Regulation 521/2001 of the Education Act*, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

#### **ARTICLE L29 – OCCUPATIONAL HEALTH AND SAFETY**

L29.1 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.

L29.2 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee. In accordance with the above, the Board will notify the bargaining unit President or designate as soon as is reasonably possible, when an employee is taken by ambulance to hospital. All attempts will be made to do this by the end of the workday.

L29.3 An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.

**L29.4 It is the Board’s obligation to ensure a violence free environment. The Board shall ensure that all Occasional Teachers are provided with the appropriate Notification of Risk (including photograph and dates of incidents).**

**L29.5 Daily Occasional Teachers shall not be responsible for maintaining or updating the Notification of Risk.**

#### **ARTICLE L30 - WORKPLACE SAFETY AND INSURANCE**

L30.1 (a) It is agreed that when a Long Term Occasional Teacher is injured during the performance of their duties and is unable to perform such duties and receives approval for a temporary loss of earnings benefit under the Workplace Safety and Insurance Act, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. No deduction from the teacher’s sick leave credits will be made. The top up amount shall be to a maximum of four (4) years and six (6) months.

(b) Long Term Occasional Teachers who receive payments under Subsection L30.1 (a) will be entitled to the Board’s contribution to benefits, if applicable.

L30.2 (a) It is agreed that when a Long-Term Occasional Teacher receives approval for a permanent disability pension and is unable to work, the teacher will receive an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. The portion of a day deducted from the teacher’s sick leave credit per day of absence will be equal to the ratio of the difference

between the permanent disability pension and the net salary compared to the teacher's gross salary.

- (b) Long-Term Occasional Teachers who receive payments under Subsection L30.2 (a) and who are drawing sick leave in accordance with Subsection L30.2 (a) will be entitled to the Board's contribution to benefits, if applicable.

L30.3 It is understood and agreed that Subsections L30.1 (a) and L30.2 (a) will apply so long as the teacher has sick leave credits. In the event that the sick leave credits are exhausted, the long-term occasional teacher will receive the Workplace Safety and Insurance Act benefits.

### **ARTICLE L31 - DURATION**

#### **Subject to Central Terms C3.00 Length of Term/Notice to Bargain/Renewal**

Subject to the Ontario Labour Relations Act, no changes can be made to this Local Agreement without the mutual written consent of the parties; nor can any changes be made to the Local Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.


**Dated at Windsor, Ontario this 27<sup>th</sup> day of August, 2024**

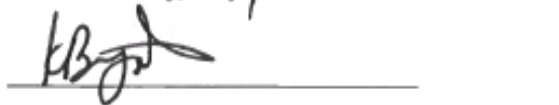
**FOR THE GREATER ESSEX COUNTY  
DISTRICT SCHOOL BOARD**

  
Gale Simko-Hatfield, Chair of the Board

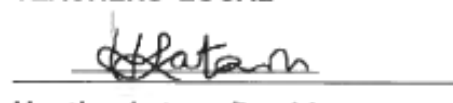
  
Vicki Houston, Director of Education

  
Shelley Armstrong, Superintendent of  
Business and Treasurer

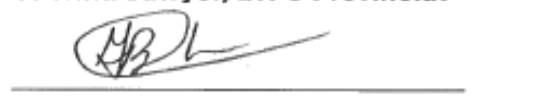
  
Chris Boulay, Superintendent of Human Resources

  
Kari Bryant, Superintendent of Education

**GREATER ESSEX COUNTY  
ELEMENTARY OCCASIONAL  
TEACHERS' LOCAL**

  
Heather Latam, President

  
Sabrina Sawyer, ETFO Provincial

  
Gail Bannister-Clarke, ETFO Provincial



## **LETTER OF UNDERSTANDING #1**

**Between**

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
“the Board”**

**And**

**THE ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO  
GREATER ESSEX COUNTY OCCASIONAL TEACHERS’ LOCAL**

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### **HIRING OCCASIONAL TEACHERS FOR LONG-TERM OCCASIONAL ASSIGNMENTS**

The Board is committed to having a diverse and qualified teaching workforce with the necessary knowledge, skills and attributes to serve and support the needs of students and communities.

The Board and the Union agree to the following:

Should an Occasional Teacher want to be considered for Long term assignments they must:

1. have selected “yes” to interest in Long Term Occasional assignments and/or interest for contract positions on the Occasional Teacher Survey; and
2. notwithstanding the provisions of L9.1 (c), have completed the probationary period, as per Article L3.4; Only qualified, Non-Probationary Occasional Teachers, covered under this agreement, who are members in good standing with the Ontario College of Teachers, will be hired for long-term occasional teaching assignments with the Greater Essex County District School Board.

The selection of the successful candidate for the long-term assignment will consider the following:

- qualifications and experience
- diversity, equity and human rights
- employment mobility
- fairness and transparency
- monitoring and evaluation


Dated at Windsor this 20<sup>th</sup> day of March, 2024

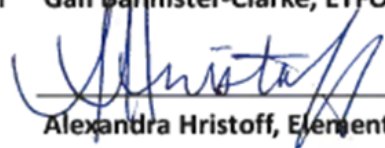
  
Chris Boulay, Superintendent of HR

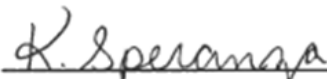
  
Heather Latam, President

  
Kari Bryant, Superintendent of Education


  
Gail Bannister-Clarke, ETFO Provincial

  
Katherine Galipeau, HR Officer

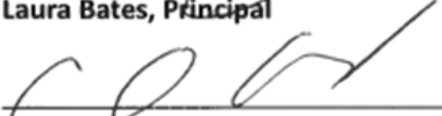
  
Alexandra Hristoff, Elementary OT

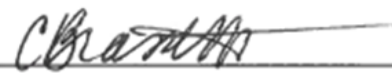
  
Kim Speranza, HR Officer

  
Kim Blommaert, Elementary OT

  
Laura Bates, Principal

  
Christopher Lamb, Elementary OT

  
Chris Konrad, Principal

  
Christina Brassett, Elementary OT

  
Shipra Das, Elementary OT

**LETTER OF UNDERSTANDING #2**

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
“the Board”**

And

**THE ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO  
GREATER ESSEX COUNTY OCCASIONAL TEACHERS’ LOCAL**


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**RE: CHANGES TO RECOGNIZED TEACHING EXPERIENCE IN ARTICLE L14.4**

In reference to Article L.14.4 experience calculations will be reviewed retroactively to September 1, 2022. Upon completion of the review, Occasional Teachers shall be paid as per the Article effective September 1, 2024.

Dated at Windsor this 20<sup>th</sup> day of March, 2024

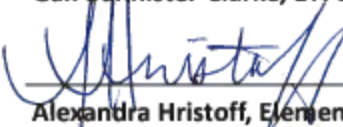
  
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Chris Boulay, Superintendent of HR

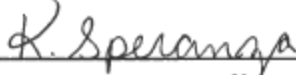
  
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Heather Latam, President

  
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Kari Bryant, Superintendent of Education

  
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Gail Bannister-Clarke, ETFO Provincial

  
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Katherine Galipeau, HR Officer

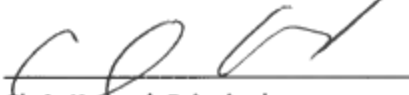
  
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Alexandra Hristoff, Elementary OT


  
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Kim Speranza, HR Officer

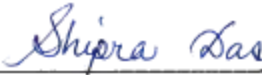
  
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Kim Blommaert, Elementary OT

  
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Laura Bates, Principal

  
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Christopher Lamb, Elementary OT

  
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Chris Konrad, Principal

  
\_\_\_\_\_  
Christina Brassett, Elementary OT

  
\_\_\_\_\_  
Shipra Das, Elementary OT

**LETTER OF UNDERSTANDING #3**

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
“the Board”**

And

**THE ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO  
GREATER ESSEX COUNTY OCCASIONAL TEACHERS’ LOCAL**

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**LONG TERM OCCASIONAL TEACHER PERFORMANCE APPRAISALS**

The Board and the Union agree to meet to discuss a Long-Term Occasional performance appraisal process. It is agreed this process will include timelines and an improvement plan in order to support Occasional Teachers. The committee shall complete its’ work by December 31<sup>st</sup>, 2024.

**Dated at Windsor this 20<sup>th</sup> day of March, 2024**

 _____ Chris Boulay, Superintendent of HR	 _____ Heather La
 _____ Kari Bryant, Superintendent of Education	 _____ Gail Bannister-Clarke, ETFO Provincial
 _____ Katherine Galipeau, HR Officer	 _____ Alexandra Hristoff, Elementary OT
 _____ Kim Speranza, HR Officer	 _____ Kim Blommaert, Elementary OT
 _____ Laura Bates, Principal	 _____ Christopher Lamb, Elementary OT
 _____ Chris Konrad, Principal	 _____ Christina Brassett, Elementary OT
	 _____ Shipra Das, Elementary OT

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**

**AND**

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO  
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL**

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**RE: PROFESSIONAL DEVELOPMENT**




The Board agrees to meet with representatives of the Bargaining Unit annually to plan Professional Development for Elementary Occasional Teachers.



It is understood that the Professional Development activities shall be voluntary for occasional teachers and shall be unpaid.

**Dated at Windsor, Ontario, this 15<sup>th</sup> day of October, 2020**

**For the Greater Essex County  
District School Board:**

**For the Elementary Teachers'  
Federation of Ontario:**

  
\_\_\_\_\_  
K. Speranza  
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T. Amul  
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**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**

**AND**

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL**


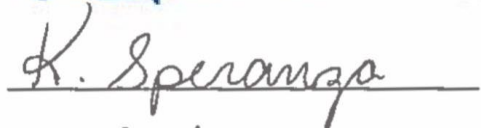

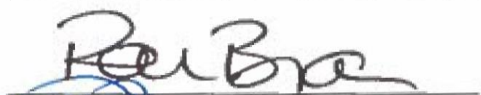

**RE: OCCUPATIONAL HEALTH AND SAFETY ACT**



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.

**Dated at Windsor, Ontario, this 15<sup>th</sup> day of October, 2020**

**For the Greater Essex County  
District School Board:**

**For the Elementary Teachers'  
Federation of Ontario:**

  
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