

ELEMENTARY OCCASIONAL TEACHER

COLLECTIVE AGREEMENT

BETWEEN

HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

and

THE ELEMENTARY OCCASIONAL TEACHER'S FEDERATION OF ONTARIO (ETFO)

September 1, 2014 to August 31, 2017



PART A

Central Terms

TABLE OF CONTENTS

C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	2
C2.00	DEFINITIONS.....	2
C3.00	LENGTH OF TERM/NOTICE OF BARGAIN/RENEWAL	3
C4.00	CENTRAL GRIEVANCE PROCESS.....	4
C5.00	VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION.....	6
C6.00	BENEFITS	6
C7.00	SICK LEAVE.....	8
C8.00	CENTRAL LABOUR RELATIONS COMMITTEE.....	10
C9.00	MINISTRY/SCHOOL BOARD INITIATIVES.....	11
C10.00	DIAGNOSTIC ASSESSMENT	11
C11.00	STATUTORY LEAVES OF ABSENCES/SEB.....	12
C12.00	CLASS SIZES/STAFFING LEVELS	13
	APPENDIX A – RETIREMENT GRATUITIES.....	14
	LETTER OF AGREEMENT #1 – SICK LEAVE.....	15
	LETTER OF AGREEMENT #2 – REGULATION 274 HIRING PRACTICES.....	16
	LETTER OF AGREEMENT #3 – OCCASIONAL TEACHER ABILITY TO LOCK THE CLASSROOM DOOR	18
	LETTER OF AGREEMENT #4 – EMPLOYMENT INSURANCE (E.I.) REBATE.....	19
	LETTER OF AGREEMENT #5 – SPECIAL EDUCATION COMMITTEE	20
	LETTER OF AGREEMENT #6 – BENEFITS	21
	LETTER OF AGREEMENT #7 – STATUS QUO CNTRAL ITEMS	32
	LETTER OF AGREEMENT #8 – STATUS QUO CENTRAL ITEMS REQUIRING AMENDMENT AND INCORPORATION	33

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

C2.5 “Professional Judgement” shall be defined as judgement that is informed

by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

within such greater period agreed upon by the parties; or
within any greater period set by regulation by the Minister of
Education.

- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

- ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
 - f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
 - g) Each of the central parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The Teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.
- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by two percent (2%) if they chose the early gratuity payout.

C6.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C6.1 Funding

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

C6.2 Cost Sharing

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

C6.3 Payment in Lieu of Benefits

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

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

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

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

C7.00 SICK LEAVE

Sick Leave/Short Term Leave and Disability Plan

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

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

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

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

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

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

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

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

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

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

g) Administration

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

C8.00 CENTRAL LABOUR RELATIONS COMMITTEE

C8.1 OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C8.2 The parties to the Committee shall meet within sixty (60) days of the

completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C8.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.

C8.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C9.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

C10.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C10.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The parties agree that a teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating teachers. No teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

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

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

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

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

with the *Employment Insurance Act*, as amended, before SEB is payable.

C11.2 Pregnancy Leave

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

C12.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

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

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

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Occasional Teacher Ability to Lock the Classroom Door

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Employment Insurance (E.I.) Rebate

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Special Education Committee

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a board benefit plan at August 31, 2013 based on the prior arrangements with the board.
 - 3.1.3 Retirees who became members of a board benefit plan after August 31, 2013 and before the board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.4.0 Each board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

- 4.1.1 Each board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the board's participation date.
- 4.1.2 Upon the board's participation date:
- i. The board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily occasional teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
 - ii. The FTE used to determine the boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each board's total FTE shall be verified by the Local Bargaining Unit.
 - iii. For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
 - iv. Calculations in ii) will be subject to specified audit procedures that will be completed by the board's external auditors by May 15, 2016.
 - v. A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.
- 4.1.3 On the participation date, the board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:
- i. There is an in-year deficit,
 - ii. That the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
 - iii. That the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.
- 4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- i. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected boards. Where benefits coverage was previously provided by the boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected boards. The affected boards will find a similar plan for occasional teachers that is cost neutral to the boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where boards provide payment in-lieu of benefits for teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the board's participation date.

- 4.1.5 The Trust shall determine employee co-pay, if any.
- 4.1.6 The board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the boards of any further changes required by the Trust from employees' pay.
- 4.1.8 Should the Trust maintain an employee co-pay, the board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-up Costs

- 4.2.1 The Government of Ontario will provide:
 - a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.

- b) A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "board(s)" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the boards' surplus will be retained by the boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the board until the grievance is settled.
- 4.2.6 All boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each board's IBNR and CFR by the carriers, the reserves will be retained by the applicable boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the boards and the Trust based on the employers' and employees' premium share.
- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a) If available, the paid premiums or contributions or claims costs of each group; or
- b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.2.10 In order to ensure the fiscal sustainability of said benefit plans, boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until board plans become part of the Trust.

4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.

5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
- a) Validation of the sustainability of the respective Plan Design;
 - b) Establishing member contribution or premium requirements, and member deductibles;
 - c) Identifying efficiencies that can be achieved;
 - d) Adopting an Investment Policy; and
 - e) Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b) Fund claims stabilization or other reserves;
 - c) Improve plan design;
 - d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e) Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a) Use of existing claims stabilization funds;
 - b) Increased member share premium;
 - c) Change plan design;
 - d) Cost containment tools;
 - e) Reduced plan eligibility; and
 - f) Cessation of benefits, other than life insurance benefits.
- 5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 5.2.5 The Trust shall provide "trustee liability insurance" for all Trustees.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change

must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

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

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

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

9.0.0 ERRORS and OMISSIONS

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

10.0.0 CLAIMS SUPPORT

- 10.1.0 Each board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 10.2.0 Each board shall maintain existing beneficiary declarations. When required, the board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Status Quo Central Items Requiring Amendment and Incorporation

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

1. Short Term Paid Leaves

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

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

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

If Teachers/Occasional Teachers were entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

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

3. Pregnancy Leave Benefits

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

4. Salary, Wages and Direct Compensation

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

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

PART B

Local Terms

TABLE OF CONTENTS

ARTICLE L1 - PURPOSE	4
ARTICLE L2 - SCOPE AND RECOGNITION	4
ARTICLE L3 - DEFINITIONS	6
ARTICLE L4 - UNION DUES AND ASSESSMENTS	7
<i>Payroll Deduction</i>	7
ARTICLE L5 - RIGHTS AND RESPONSIBILITIES	7
<i>Exercise of Rights</i>	7
<i>Statutory Responsibilities</i>	8
<i>No Penalty</i>	8
<i>No Discrimination</i>	8
<i>Family Status</i>	8
<i>Harassment</i>	8
<i>Evaluations</i>	9
<i>Just Cause</i>	9
<i>Termination of Long Term Assignment</i>	9
<i>Board to Provide Insurance</i>	10
<i>Criminal Record Checks</i>	10
ARTICLE L6 - ACCESS TO INFORMATION	11
<i>Personnel Files</i>	11
<i>Documents Respecting Performance or Conduct</i>	11
<i>Signature Not Approval</i>	11
<i>Inaccurate Information</i>	12
<i>Adverse Material to be Removed</i>	12
<i>Medical Information</i>	12
<i>Access to Board Minutes</i>	12
<i>Data for Negotiations</i>	12
ARTICLE L7 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION ...	13
ARTICLE L8 - OCCASIONAL TEACHER LIST	14
ARTICLE L9 - CALLING OF OCCASIONAL TEACHERS	16
ARTICLE L10 - LONG TERM OCCASIONAL TEACHING ASSIGNMENTS	19
<i>Posting</i>	19
ARTICLE L11 - JOB VACANCIES: ELEMENTARY TEACHING POSITIONS	21
ARTICLE L12 – SALARY	22

<i>Long Term Occasional Teachers</i>	<i>23</i>
<i>Experience Credits.....</i>	<i>24</i>
<i>Recognized Teaching Experience.....</i>	<i>24</i>
<i>Teaching Experience from HPEDSB.....</i>	<i>25</i>
<i>Category Classification</i>	<i>26</i>
ARTICLE L13 - WORKING CONDITIONS.....	26
<i>Information Folder.....</i>	<i>26</i>
<i>Timetable</i>	<i>26</i>
<i>Lunch Period</i>	<i>27</i>
<i>Travel Allowance.....</i>	<i>27</i>
ARTICLE L14 - MEDICAL PROCEDURES	27
<i>Not Responsible for Diagnosis or Medication</i>	<i>27</i>
<i>Occupational Health & Safety.....</i>	<i>28</i>
ARTICLE L15 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE	28
<i>Occasional Teacher's Services Not Required</i>	<i>28</i>
<i>Late Calls.....</i>	<i>28</i>
<i>Emergencies.....</i>	<i>29</i>
<i>Cancellations.....</i>	<i>29</i>
ARTICLE L16 - VOLUNTARY LEAVE OF ABSENCE	29
ARTICLE L17 - SHORT TERM LEAVES OF ABSENCES	29
<i>Code 1 - Absence with Pay - Deductible from Sick Leave Credits.....</i>	<i>29</i>
<i>Code 2 - Absence with Pay - Not Deductible from Sick Leave Credits.....</i>	<i>30</i>
<i>Quarantine</i>	<i>30</i>
<i>Jury Duty</i>	<i>30</i>
<i>Bereavement.....</i>	<i>30</i>
<i>Post Secondary Examination</i>	<i>30</i>
<i>Post Secondary Graduation</i>	<i>30</i>
<i>Inclement Weather</i>	<i>30</i>
<i>Weddings.....</i>	<i>30</i>
<i>Board Chemicals.....</i>	<i>30</i>
<i>Family Illness.....</i>	<i>30</i>
<i>Birth of Child/Grandchild.....</i>	<i>30</i>
<i>Code 3 - Absence without Pay - Not deductible from Sick Leave Credits.....</i>	<i>30</i>
<i>Relocating.....</i>	<i>30</i>
<i>Family Care Leave.....</i>	<i>31</i>
ARTICLE L18 - PREGNANCY/PARENTAL LEAVE	31
<i>Supplemental Employment Benefits.....</i>	<i>31</i>
ARTICLE L19 – BENEFITS	32
<i>Application and Eligibility.....</i>	<i>33</i>
ARTICLE L20 - GRIEVANCE AND ARBITRATION PROCEDURE	33

<i>Definition of Grievance</i>	33
<i>Policy Grievance</i>	34
 ARTICLE L21 - ARBITRATION	34
Expense of the Board of Arbitration	35
 ARTICLE L22 - STRIKES AND LOCKOUTS.....	35
 ARTICLE L23 - PROFESSIONAL ACTIVITY DAYS.....	35
 ARTICLE L24 - OCCASIONAL TEACHER/BOARD RELATIONS COMMITTEE	36
 ARTICLE L25 - DURATION AND RENEWAL	37
 MEMORANDUM OF SETTLEMENT.....	38
 APPENDIX 'A' OCCASIONAL TEACHER EVALUATION FORM.....	40
 APPENDIX 'B' ELEMENTARY AGREEMENT TO TEACH FORM.....	42
 APPENDIX 'C' OCCASIONAL TEACHER INFORMATION FOLDER	46
 APPENDIX 'D' OCCASIONAL TEACHER RESPONSE TO PROFESSIONAL DEMANDS TRACKING SHEET	49
 APPENDIX 'E' DISCIPLINE PROCESS FOR OCCASIONAL TEACHER'S CASUAL AND LONG TERM	50
 ARCHIVED	52

ARTICLE L1.00 – PURPOSE

- L1.01 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.

ARTICLE L2.00 - SCOPE AND RECOGNITION

- L2.01 The employer being the Hastings and Prince Edward District School Board (hereinafter referred to as “the board”) recognizes the Elementary Teachers’ Federation of Ontario (ETFO) (hereinafter referred to as “the Union,”) as the bargaining agent for all qualified Occasional Teachers employed by the board in its elementary panel.
- L2.02 (a) The Union will inform the board from time to time who is authorized to act on behalf of the Union.
- (b) In the absence of an identified point of contact, communication will be directed to the Local President or designate.
- L2.03 The board shall notify the Union, in writing of the names of its Negotiating Committee.
- L2.04 (a) The board will grant to the Union the equivalent of (32) Days per school year, at the board’s expense, to be used for the purposes related to negotiations or other Union business. Such released members will receive pay and benefits. Such leave shall not constitute a break in service. Should the Union require more than (32) Days as mentioned above, the board shall provide further leave and the Union shall reimburse the board for its actual replacement costs, if any.
- (b) In addition, the board shall grant further release time for additional members of the Union. The Union shall reimburse the board for its actual replacement costs, if any. Such leave shall not constitute a break in service.
- L2.05 The board will recognize a Grievance Officer to represent Occasional Teachers employed in the elementary panel for the purposes of administering grievances.
- L2.06 The Union and the board recognize the right of each other to receive assistance from a duly authorized representative to assist in all matters pertaining to the negotiation and administration of this Agreement.
- L2.07 When a member of the Occasional Teacher bargaining unit is elected or appointed to the position of Local President, that Occasional Teacher shall be paid the appropriate rate on the elementary Teachers’ grid according to the

Occasional Teacher's QECO rating and recognized years of experience and the board will bill the Federation to recover the cost.

- L2.08 The board will recognize a Health and Safety Representative for the Union and will provide the release time required to be a member of this committee at board expense.
- L2.09 In all cases where an Occasional Teacher receives pay under this Article L2.00, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.
- L2.10 The Union shall notify the board in writing of the names of persons elected to office in the Union and of person authorized by the Union to represent Occasional Teachers in a particular area on behalf of the Union now called Occasional Teacher Stewards.
- L2.11 The board shall provide an Occasional Teacher mailbox at each school to facilitate communication with Occasional Teachers.
- L2.12 The board shall provide the Union with access to the board's internal mail services.
- L2.13 The board shall provide to the Union bulletin board space in each elementary school for the posting of notices which may be of interest to Occasional Teachers.
- L2.14 The Union shall be allowed to carry out Union business on the board's premises outside of regular school hours subject to the board's Community Use of Schools' Policy.
- L2.15 An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.
- L2.16 The board will offer all Occasional Teachers e-mail service for educational and administrative purposes.
- L2.17 Each Occasional Teacher employed by the board to teach students in grades Junior Kindergarten through to and including Grade 8 and self-contained classes shall be a member of the Elementary Teachers' Federation of Ontario. If an ETFO member is not available then regulation 298, Section 21.1 of the Education Act will apply.
- L2.18 When an Occasional Teacher sits on any committee of the Board, the Board may provide the release time required to be a member of the committee at Board expense by the approval of the Superintendent – Human Resources.

ARTICLE L3.00 - DEFINITIONS

- L3.01 “Occasional Teacher” shall mean an “Occasional Teacher” as defined in the *Education Act*.
- L3.02 “Long Term Occasional Teacher” shall mean an Occasional Teacher who is replacing the same regular Teacher for a period of ten (10) Days or more.
- L3.03 “Daily Occasional Teacher” shall mean an Occasional Teacher who is not a Long Term Teacher.
- L3.04 “List” shall mean a list of all Occasional Teachers who have been accepted by the board to teach in the elementary panel and who are members in good standing with the Ontario College of Teachers.
- L3.05 “board” shall mean the board and its predecessors.
- L3.06 “Day” shall be one of the following:
- 0.5 FTE 1-150 minutes of instructional time plus any supervision duties on the Teacher’s timetable
 - 0.6 FTE 151-180 minutes of instructional time plus any supervision duties on the Teacher’s timetable.
 - FTE 181-300 minutes of instructional time plus any supervision duties on the Teacher’s timetable.
- L3.07 “Leave” shall mean a period of more than forty (40) consecutive Days for which an Occasional Teacher is unavailable to teach. Such leave shall be indicated to the board and the Union in writing or by email.
- L3.08 “Seniority” shall be defined by the employee number given by the board when an Occasional Teacher is added to the List. The List shall be rank ordered so that the most senior member has the smallest employee number and the most junior member has the largest employee number.
- L3.09 SEMS Definitions
- (a) “SEMS” shall mean the automated Substitute Employee Management System used to book Occasional Teacher assignments.
 - (b) “Absence” shall mean a Teacher is out of the classroom and needs to be replaced by an Occasional Teacher.
 - (c) “Vacancy” shall mean that the Occasional Teacher’s assignment shall be professional duties, assigned by the principal or designate.
 - (d) “Priority List” shall mean a school list of Occasional Teachers who receive first (1st) priority call out, when Absences or Vacancies occur for that school, according to their profile.

- (e) "General List" shall mean a school list of Occasional Teachers who receive second (2nd) priority call out for all Absences or Vacancies for that school.
- (f) "District Preferred" (Level 2 Restricted) shall mean Occasional Teachers who receive calls after SEMS has exhausted its calls to Level 1.
- (g) "Sub-Groups" shall mean Occasional Teachers, on a school's Priority or General List, who receive first priority call out for specific subjects according to their Profile.
- (h) "Profile" shall mean the Occasional Teacher's qualifications and/or willingness with regard to divisions and subject areas.

ARTICLE L4.00 - UNION DUES AND ASSESSMENTS

L4.01 The board shall deduct for every pay period for which an Occasional Teacher receives a pay, Union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary of the Elementary Teachers' Federation of Ontario within thirty (30) Days of the dues being deducted. The Union shall inform the board, from time to time, of the amount of such dues and assessments.

L4.02 The payment shall be accompanied by a dues submission list showing the names, wages earned, dues and assessments deducted, and the number of Days worked for each Occasional Teacher from whose wages the deductions have been made. In addition to providing a computer printout of this information, the board shall, where available, provide the information in electronic form.

Payroll Deduction

L4.03 At the request of the Union, the board shall make the appropriate payroll deductions from an Occasional Teacher's pay for the purposes of a Local Union Levy.

L4.04 This Local Levy shall be directly deposited to the Union account each month.

L4.05 Notice of such payment shall be accompanied by a levy submission list showing the names and levy deducted for each Occasional Teacher from whose wages these deductions have been made.

ARTICLE L5.00 - RIGHTS AND RESPONSIBILITIES

Exercise of Rights

L5.01 The board agrees that its rights and responsibilities shall be exercised in a manner that is reasonable, equitable, non-discriminatory and consistent with this Collective Agreement and the prevailing statutes.

Statutory Responsibilities

L5.02 The board agrees to comply with the Labour Relations Act, the Education Act, the Employment Standards Act, the Ontario Human Rights Code and any other applicable statutes governing education and employment, and all regulations thereunder.

No Penalty

- L5.03 (a) The board agrees not to penalize or discriminate against any Occasional Teacher for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.
- (b) In the event that any employees of the board, other than those covered by this agreement, engage in a lawful strike and/or maintain a picket line, employees covered by this agreement shall not be required to perform work done by those employees.

No Discrimination

- L5.04 (a) There shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced against an employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, same sex partnership status, family status, or handicap, as these are defined under the *Ontario Human Rights Code* as amended, or because of participation in the activities of, or membership in, the Union.

Family Status

- (b) The parties agree that all employment rights (including but not limited to insured benefits, leave provisions, and survivor benefits) which depend upon or relate to spousal or marital status shall apply to Occasional Teachers in common law and same sex partnerships/marriages on the same basis.

Harassment

L5.05 It is the obligation of the board to ensure that every Occasional Teacher is free from harassment in the working environment.

The board and the Occasional Teachers agree that every Occasional Teacher has a right to freedom from harassment by, but not limited to, the following: the board, an agent of the board, employees of the board or those contracted by the board, volunteers, parents, students, and any and all persons engaged in an activity with the board.

Evaluations

L5.06 Only Supervisory Officers, Elementary Principals and Vice-Principals shall evaluate an Occasional Teacher's competence.

- L5.07 (a) i. Long Term Occasional Teachers shall be evaluated at the request of the Occasional Teacher following the evaluation procedures in Appendix A.
- ii. Daily Occasional Teachers, who have taught in a school for a minimum of ten (10) Days, and have provided a minimum of five (5) Days notice to the Principal, shall be evaluated at the request of the Occasional Teacher during a period of time acceptable to both parties.
- iii. It is understood that a Principal may evaluate an Occasional Teacher at the Principal's discretion, or at the request of the Human Resources Officer - Teaching, according to the board's evaluation procedures in Appendix A.
- (b) In the event of an overall rating of NI (Needs Improvement) in the evaluation of an Occasional Teacher according to Appendix A, the board shall endeavor to provide support, resources and assistance to help the Occasional Teacher address the recommendations in the evaluation.

Just Cause

- L5.08 (a) No Occasional Teacher shall be disciplined or discharged without just and sufficient cause and such cause shall be communicated in writing within five (5) Days from the time the Occasional Teacher is informed of any such action. Such action shall be in accordance with the Discipline Process for Occasional Teachers as agreed to between the board and Union. (Appendix E)
- (b) Prior to imposition of any actions listed in 5.08 (a), there shall be a meeting held between the Occasional Teacher and a board representative to discuss the matter. The Occasional Teacher shall have a representative of the Union present. This meeting shall be convened within five (5) Days of the administration becoming aware of the need to call such a meeting. This meeting may be held beyond the five (5) Days if mutually agreed to by the parties.

Termination of Long Term Assignments

- L5.09 (a) The board shall give the Occasional Teacher a week's notice of the termination of a Long Term assignment, or a week's pay in lieu of notification, where:
- i. the return of the original Teacher is prior to the end of the signed assignment date; or

- ii. in cases where the class is to collapse or
 - iii. there is a surplus of permanent Teachers due to declining enrolment and the Teacher being replaced is the Teacher who would be declared surplus to the school.
- (b) The Occasional Teacher shall give the board a minimum of one (1) week notice should the Occasional Teacher choose to terminate a Long Term Occasional agreement.

Termination for any other reasons shall be subject to the Just Cause provision in Article L5.08

Board to Provide Insurance

L5.10 The board shall provide insurance protection for Occasional Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Occasional Teachers covered by this Collective Agreement.

Criminal Record Checks

L5.11 The board shall initiate a criminal record check for an Occasional Teacher only if required by, and only in accordance with, the provisions of the Education Act. Any individual who is subject to this requirement shall be given notice that the board intends to initiate such a process.

- (a) Where the Occasional Teacher consents to the criminal reference check being conducted through the board's process under the auspices of the Ontario Education Services Corporation (OESC), the board shall pay the cost associated with securing the criminal reference check and vulnerable sector screening.
- (b) Where an Occasional Teacher chooses to obtain a criminal reference check and vulnerable sector screening on their own, outside of the board's process, any costs associated with obtaining the criminal reference check shall be the responsibility of the employee.
- (c) The board shall ensure that all criminal reference checks and vulnerable sector screening, offence declarations and related documentation, which are obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law, shall be treated in a highly confidential manner and kept in a secured file within the human resources department. Access to such records and information shall be strictly limited to the Human Resources Administrator and the Human Resources Department staff, although this does not preclude consultations with appropriate officials under item d) below.
- (d) The board shall not release any information about an Occasional Teacher obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law without the permission of the Occasional Teacher except for the purpose of considering a recommendation for disciplinary action against the Occasional Teacher or as otherwise required

- by law.
- (e) New Occasional Teachers to the board shall provide a criminal record check and vulnerable sector screening at their own expense as a condition of employment.

ARTICLE L6.00 - ACCESS TO INFORMATION

L6.01 The board agrees to abide by the provisions of the Freedom of Information and Protection of Privacy Act, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.

Personnel Files

- L6.02 (a) The only non-medical personnel file respecting an Occasional Teacher shall be maintained in the Human Resources Department in a confidential manner.
- (b) The personnel file shall be available and open to the Occasional Teacher for inspection in the presence of the Human Resources Officer - Teaching at any reasonable time during the regular working hours of the department.
- (c) In the case of an Occasional Teacher who resides and works more than thirty (30) kilometres from the location where such files are kept, upon request by the Occasional Teacher, a meeting to view the file will be scheduled within five (5) Days at a mutually agreeable location.
- L6.03 An Occasional Teacher shall be entitled, upon request, to copies of any material contained in an Occasional Teacher's personnel file.
- L6.04 Where an Occasional Teacher authorizes in writing access to the Occasional Teacher's personnel file by another person acting on the Occasional Teacher's behalf, the board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

Documents Respecting Performance Or Conduct

- L6.05 Copies of any document respecting the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher within five (5) calendar days of the writing of such document and at least five (5) Days prior to the document being filed.

Signature Not Approval

- L6.06 The signature of an Occasional Teacher on any document respecting the performance or conduct of the Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L6.07 Occasional Teachers shall receive copies of any materials placed in their personnel file within five (5) calendar days of the material being filed.
- L6.08 An Occasional Teacher shall have the right to place material in the Occasional

Teacher's personnel file.

Inaccurate Information

- L6.09 An Occasional Teacher shall be entitled to correct inaccuracies or errors in documents contained in the personnel file or to append notices of corrections or inaccuracies to documents within the file which possess errors or inaccuracies.
- L6.10 If an Occasional Teacher disputes the accuracy or completeness of information in the personnel file the board shall, where possible, within fifteen (15) Days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Occasional Teacher in writing of its decision including reasons for the decision. The amended information shall be sent to all persons who receive the report based on inaccurate information within five (5) calendar days.
- L6.11 In the event the report is amended, all copies of the original report shall be destroyed and replaced by the amended report.
- L6.12 An Occasional Teacher may be accompanied by a witness of the Occasional Teacher's choice when accessing the personnel file.

Adverse Material To Be Removed

- L6.13 Upon the Occasional Teacher's request, material shall be removed from an Occasional Teacher's personnel file after two (2) years and returned to the Occasional Teacher provided there have been no other disciplinary documents added to the file during the two year period. No material removed from an Occasional Teacher's file shall be referred to or used against the Occasional Teacher in any way.

Medical Information

- L6.14 The board shall keep any medical information in separate files accessible only to appropriate health care professionals and the Occasional Teacher.

Access To Board Minutes

- L6.15 The board shall provide to the Union copies of any agendas, minutes and support documents prior to all board meetings.

Data For Negotiations

- L6.16 (a) Within ten (10) Days of the request, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of the Collective Agreement including, but not limited to, the following:
- i. A statement of the current operating budget, including any school-by-school or board-wide allocations for Occasional Teachers;
 - ii. A statement of the current operating expenditures;
 - iii. The number of Occasional Teachers participating in each benefit plan covered by this Agreement and the current premium cost of

- that participation;
- iv. Information on staffing, class size, and enrollment;
- v. Any documents received from government sources which relate to the funding and operation of the board.

(b) Time lines may be adjusted by mutual consent.

L6.17 Copies of all board Policies and Procedures may be found on the board's website.

L6.18 When revisions to Policies and Procedures occur a copy shall be provided to the Local.

L6.19 (a) The board shall provide to the Union, by September 15 each year, the following information as it relates to vacancies and new elementary positions:

- i. The total number of applications;
- ii. The number of Occasional Teachers who applied;
- iii. The total number interviewed;
- iv. The number of Occasional Teachers interviewed;
- v. The total number of Teachers hired; and
- vi. The total number of Occasional Teachers hired.

(b) Time lines may be adjusted by mutual consent.

L6.20 The board shall provide to the Union, by September 15 each year, a letter stating the total number of elementary Daily and Long Term Occasional teaching Days for the previous school year as of June 30.

L6.21 The board shall provide to the Union upon request the names of all members interviewed, for LTO and permanent teaching positions.

ARTICLE L7.00 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

L7.01 (a) The board shall post the ETFO Occasional Teachers' Collective Agreement on the board's Secure Website within thirty (30) days of ratification and provide HAPE-OTL with 50 copies.

(b) The board shall post the ETFO Occasional Teachers' Collective Agreement on the board's Secure Website within thirty (30) Days of ratification.

L7.02 The board shall provide a copy of the current Collective Agreement to the Principal of each elementary school under the jurisdiction of the board.

L7.03 Each applicant, when accepted on the List, shall be provided access to a copy of this Collective Agreement electronically.

L7.04 The board shall provide a copy of the current Collective Agreement to be kept in the Occasional Teacher mail box of each elementary school under the jurisdiction of the board.

- L7.05 (a) The board shall distribute information packages to all Occasional Teachers newly added to the List. The Union may distribute information to Occasional Teachers as well.
- (b) Occasional Teachers will be able to download from the board's website (www.hpedsb.on.ca) a pay date schedule and a current school directory by August 15 for the upcoming school year.
- (c) Within five (5) Days of their request, Occasional Teachers shall be provided with confirmation of their SEMS profile as entered in the system.
- L7.06 The cost of printing of the Collective Agreement shall be shared equally between the Union and the board.

ARTICLE L8.00 - OCCASIONAL TEACHER LIST

- L8.01 (a) An Occasional Teacher must be qualified to teach in Ontario and hold a current Certificate of Registration from the Ontario College of Teachers to be eligible for inclusion on the List.
- (b) An Occasional Teacher on the List, as a condition of employment, shall be a member in good standing with the Union and the Ontario College of Teachers.
- (c) It shall be the responsibility of the Occasional Teacher to provide the board with a copy of the Occasional Teacher's Ontario College of Teachers' Certificate of Qualification.
- L8.02 (a) i. The maximum number of Occasional Teachers in Level 1 shall be 33% of the number of FTE Elementary Teachers employed by the board as of September 1st of each school year.
- ii. The maximum number of Occasional Teachers in Level 2 shall be 15% of the number of FTE Elementary Teachers employed by the board as of September 1st of each school year.
- iii. Where the Level 2 list is not sufficient to meet the board's specific program needs to supply Occasional Teachers to the system, the board may, after consultation with the Bargaining Unit, increase number of names on the Level 2 List to maintain a sufficient pool of names. This increased number shall not exceed 20% of the FTE Elementary Teachers employed by the board as of September 1st of each school year.
- (b) The board may request of the Union that the number of names on the List be increased to maintain a sufficient pool of names for casual assignments. Pursuant to such a request, the number of names on the List may be increased, but only with the written consent of the Union, and only to the extent that the Union permits.
- (c) The Union has the right to stipulate that, as of a date of its choosing, no new names may be added until the number of names on the List falls below

the maximum number as indicated in Article L8.02(a)ii.

- (d) The onus is on the board to add to the List only those Occasional Teachers who would be qualified and competent to be assigned to the Long Term Occasional positions or vacant elementary teaching positions.
- L8.03 (a) Additions to the List shall be made by September 1st for the current school year and from time to time as the need arises in consultation with the Union. Such additions will address the emergent geographic, subject area, and grade level needs.
- (b) Occasional Teachers, who have communicated with the Human Resources Officer and who are currently in Level 2 and show an interest in being in Level 1, shall be placed in Level 1. Occasional Teachers will be moved from Level 2 and placed in Level 1 according to the seniority. New Occasional Teachers will be placed in Level 2 as space allows unless there is room in Level 1.
- L8.04 The board shall provide to the Union a summary of the data on the Preference Form including, but not limited to, the following information for each Occasional Teacher:
- i. name and telephone number;
 - ii. subjects that the Occasional Teacher is qualified to teach;
 - iii. number of Days or specific Days of the week the Occasional Teacher is available to work;
 - iv. specific schools where the Occasional Teacher has been assigned; and
 - v. Long Term Occasional assignments and the expected expiry date of the said assignments; and
 - vi. updates to the Roster on the 15th and 30th of each month
- L8.05 (a) An Occasional Teacher shall notify the Human Resources Officer, electronically of any changes of address and/or telephone number required by the board to contact the Occasional Teacher regarding teaching assignments.
- (b) The board shall allow an Occasional Teacher to remove the Occasional Teacher's name, without prejudice, from a school list during the school year. Any Occasional Teacher may, however, at any time ask to be considered for placement on another school list. The board shall consider such requests. The request must be in writing.
- (c) The board shall allow an Occasional Teacher on a part-time Long Term assignment to be added to the call out rotation used in that location on a temporary basis.
- L8.06 The board will provide the Union with the List and mailing labels, upon request.
- L8.07 The board agrees to review the composition of the List to ensure that it contains only the names of those Occasional Teachers actively seeking assignments. The List shall contain appropriate numbers of Occasional Teachers to cover

geographic, subject area and grade level needs.

L8.08 An Occasional Teacher's name shall be removed from the List for the following reasons:

- i. For just and sufficient cause;
- ii. At the request of the Occasional Teacher in writing or by e-mail;
- iii. For failure to teach at least eleven (11) full Days in the previous year without applying for a leave of absence from the List;
- iv. For refusal of four (4) assignments within a period of twenty (20) consecutive Days without reasonable grounds for refusing such assignments;
- v. For being unreachable for assignments during a period of ten (10) consecutive Days without first notifying the board of a planned period of unavailability by entering such information into SEMS.

L8.09 Occasional Teachers who are included on the List shall make themselves available for assignments or shall provide reasonable grounds for refusing such assignments.

L8.10 At the expiry of a Long Term Occasional assignment, if the number of Casual Occasional Teachers is at the maximum, the Long Term Occasional Teacher may return to the casual designation, at the Level 1 or Level 2 designation that the Occasional Teacher was in before the Long Term assignment, but no other Occasional Teachers may be added to the List until the number on the List is below the maximum.

- L8.11 (a) An Occasional Teacher on a Long Term Occasional Assignment with another board/panel shall be granted a leave of absence upon written request.
- (b) The board may add another Occasional Teacher to the List to replace the Occasional Teacher on such leave for the duration of the leave.
- (c) Such leaves of absence and replacements shall be reported to the Union as a change to the List.

ARTICLE L9.00 - CALLING OF OCCASIONAL TEACHERS

- L9.01
- i. No Occasional Teachers shall be placed in assignments before the Union has been consulted
 - ii. When Occasional teachers are signed up they will be given preference for five (5) schools, in rank order, in which the Occasional Teacher wishes to teach. Upon being hired, Occasional Teachers shall indicate:
 - iii. Time of the day and/or days of the week available;
 - iv. Divisions: qualifications and/or willingness
 - v. Sub Groups: qualifications and/or willingness
 - vi. Qualifications and certification
 - ix. If they are a retired Teacher;
 - x. A desire to move from Level 2 to Level 1 (if applicable)

- L9.02 (a) Each school shall have assigned to it a Level 1 Priority List that represents, wherever possible, up to 50% of the total elementary teaching staff of that school or a maximum of six Occasional Teachers for schools that have staff of eight or less FTE teachers. Any Absence or Vacancy shall be filled from those Occasional Teachers assigned to the Level 1 Priority List.
- (b) Only when the Level 1 Priority List has been exhausted shall the automated system (SEMS) go to the Level 1 General List for that school. This clause is in accordance with Article L9.08.

L9.03 Occasional Teachers shall be placed on school lists following procedures as developed by the board in consultation with the Union. Such lists shall be provided to the Union by September 15 and as requested by the Union.

L9.04 The method for placing Occasional Teachers on the school lists will be annually reviewed by the board and the Union by May 1st of each school year.

L9.05 Procedures regarding calling of Occasional Teachers shall be reviewed annually by the board in consultation with the Union for the purpose of achieving an equitable distribution of work.

L9.06 Upon request, the board shall provide to the Union:

- (a) The records of all calls by the automated calling system (SEMS) and data collected;
- (b) The use and assignments of persons that are not on the current active Occasional Teachers List;
- (c) Information about calls and data under the procedure outlined in Article L10.03 (b) and (e).

L9.07 The board agrees that only a qualified Occasional Teacher from the List shall replace a regular Teacher who is absent or fill a Vacancy as defined by SEMS, unless no qualified Occasional Teacher is available.

L9.08 Call-Out Process

(a) **To be placed on Level 1 Priority Lists:**

- i. Occasional Teachers must select five (5) schools to be listed for casual assignments. Occasional Teachers will be placed, by the board and the Union on priority lists of these five (5) schools. Exceptions may be made in the North Hastings School Group and other areas where five (5) schools would not represent fifty (50) Teachers to replace.
- ii. Occasional Teachers will specify subjects and grades for which they are qualified and/or willing to teach.
- iii. Occasional Teachers will be available to teach a minimum of three (3) Days per week.
- iv. Occasional Teachers will receive first priority call out when

Absences or Vacancies occur according to their preferences.

(b) **To be placed on Level 1 General Lists:**

- i. Occasional Teachers may select any number of schools for which they will be placed on General Lists.
- ii. Occasional Teachers on General Lists will be called for all subjects and grades and will receive second priority call out for these schools.

(c) **Level 1 Sub-Groups**

- i. Sub-groups will identify Occasional Teachers qualified and/or willing to teach specific subjects, i.e. French, Special Education, Music, Physical Education, System classes, etc.
- ii. Occasional Teachers will receive first priority calls when an Absence or Vacancy in a subject they are qualified to teach occurs at schools listed in their Profile.
- iii. When SEMS is unsuccessful in assigning an Occasional Teacher within these sub-groups, to an assignment, all other Occasional Teachers in Level 1 and 2 will be called in accordance with the call-out process.

(d) **District Preferred (Level 2 Restricted)**

- i. Occasional Teachers are called for all subjects and grades, JK through Grade 8.
- ii. Occasional Teachers will have some availability restrictions for occasional teaching assignments.
- iii. Occasional Teachers are called after SEMS has exhausted its calls to Level 1.

(e) The Union and the board shall meet by June 15th and at such times as required, to place Occasional Teachers on schools' Priority and General Lists. As much as is possible, Occasional Teachers shall be given their first choice of priority schools, starting with the Occasional Teacher with the most seniority based on Employee ID number for casual assignments.

(f) The system shall call Occasional Teachers using a rotational calling process to ensure the equitable distribution of calls.

(g) Notwithstanding (f), when there is an unfilled job, the school shall contact all available Occasional Teachers on the school's priority list, followed by the Level 2 list, before contacting emergency personnel.

ARTICLE L10.00 - LONG TERM OCCASIONAL TEACHING ASSIGNMENTS

See also Letter of Agreement #2 – Regulation 274 – Hiring Practices, Central Terms

L10.01 (a) In order to be eligible for posted Long Term Occasional teaching

assignments, Occasional Teachers on the List must have taught a minimum of fifty (50) full-time equivalent Days under the terms of this Collective Agreement within the previous two (2) year period and indicated on their Agreement to Teach Form their willingness to accept Long Term assignments. Exemptions may be granted on a case by case basis by mutual consent of both the board and the Union.

- (b)
 - i. Long Term Occasional positions with a predetermined period of two (2) months or longer shall be posted in each elementary school for five (5) Days and placed on the board's secure website. A copy of the posting shall be forwarded to the Union.
 - ii. A Long Term Occasional assignment may be considered for an extension into the next school year subject to the provisions of the Education Act.
- (c) When hiring for Long Term Occasional teaching positions, the board shall first consider applications received from qualified members of the Bargaining Unit. It is understood that Long Term Occasional positions may be simultaneously posted, both internally and externally, and that Occasional Teachers who have already accepted Long Term assignments, for some or all of the period covered by the posted assignment, are not eligible to be considered for the position.
- (d) All qualified Occasional Teacher applicants shall be considered for an interview. When more than five (5) Occasional Teachers apply, the board shall short-list a minimum of five (5) qualified candidates for interview purposes. Unsuccessful candidates who were interviewed for Long Term Occasional positions shall receive an oral debriefing upon request.
- (e) Should there be no suitable internal applicants interviewed, the board will seek an external applicant whose name shall be added to the List for the duration of the Long Term Occasional assignment.
- (f) At the conclusion of the Long Term assignment, the external applicant is placed in Level 2 of the List if the maximum number of Occasional Teachers on the List has not been reached.

L10.02 Occasional Teachers who are currently teaching in posted Long Term assignments that have not concluded by the commencement date of the new assignment shall not be eligible to apply for the new Long Term position.

L10.03 The following procedures shall apply to all Daily and Long Term Occasional Teachers:

- (a)
 - i. Absences from one (1) to nine (9) days shall be filled by the automated calling system (SEMS) according to Article L9.08 of this agreement. Should exceptions be necessary as a result of extenuating circumstances (e.g. medical, personnel matters) the Union will be consulted.

- ii. An Occasional Teacher in a daily assignment, that becomes a multi day Vacancy up to nine (9) days, shall continue in the assignment subject to the consent of the Principal and the Occasional Teacher.
- (b) All absences for teachers in System classes may be filled with a consistent Occasional Teacher(s) from the school's Priority List to maintain stability and safety for students. The Principal will first reference the Priority List to determine Occasional Teachers who have the required qualifications and experience, and will select 3 Occasional teachers from the Priority List, for this purpose.
- (c) In the event that a Casual assignment becomes a Long Term Occasional assignment, either party may terminate the assignment with five (5) days notice as per Article L5.09 (a).

L10.04 In the event that a Teacher who has returned from an absence is unable to successfully carry out the Teacher's responsibilities, the Occasional Teacher who originally replaced that Teacher will then be given the right of first refusal to resume the Long Term Occasional assignment.

- L10.05 (a) Occasional Teachers will not be expected to complete report cards unless they have been in an assignment for at least six (6) weeks prior to the date of the report cards being due into the office.
- (b) When Occasional Teachers must complete report cards they will be able to have the necessary training and release time the same as that of the Teacher being replaced.
 - (c) When a Long Term Occasional Teacher is required to complete progress reports and report cards, it is understood that the information entered will be based on the Occasional Teacher's assessments together with any relevant assessment data provided by the teacher being replaced.
 - (d) If termination occurs during or prior to a reporting period, the LTO shall make assessment and evaluation information available to the returning teacher. In such an event, where the Occasional Teacher is required to assist with the completion of report cards, the Occasional Teacher shall be paid for the time to complete the report cards up to a maximum of one day, at grid rate.

L10.06 The board will provide, to the Union, the details of all Long Term Occasional assignments including the school, the length of the Long Term Occasional assignment and the Occasional Teacher placed in the assignment.

Staff Meetings

L10.07 Long Term Occasional Teachers are expected to attend regularly scheduled staff meetings. Long Term Occasional Teachers may submit agenda items to the Principal for consideration.

ARTICLE L11.00 - JOB VACANCIES: ELEMENTARY TEACHING POSITIONS

See also Letter of Agreement #2 – Regulation 274 – Hiring Practices, Central Terms

L11.01 Elementary Teacher Vacancies

- (a) A vacancy means a teaching assignment covered by the Teachers' Collective Agreement that is unoccupied because:
 - i. the incumbent has been transferred, promoted or has resigned;
 - ii. a vacancy that has occurred as defined by current legislation;
 - iii. enrollment increase has created a new teaching vacancy;
 - iv. a Teacher is on personal leave of absence for one full year or longer; or
 - v. the incumbent has died.
- (b) Prior to external advertising, the board shall attempt to fill elementary teaching vacancies subject to the following procedures:
 - i. The board shall post elementary vacancies for seven (7) Days prior to the closing date in all elementary schools and on the Occasional Teachers' Hotline as well as the board's secure website. A copy of all postings shall be forwarded to the Union.
 - ii. All applications from Occasional Teachers on the List shall be screened according to the board's current Recruitment Practices and Procedures Booklet. Successful candidates shall be advised of an interview. An opportunity for debriefing shall be granted to unsuccessful candidates upon request.
 - iii. The board will notify Occasional Teacher candidates when they are successfully placed on the Preferred Hiring List.
 - iv. Once Occasional Teachers have been placed on a Preferred Hiring List, they shall stay on it until they have filled a job vacancy or until December 31 of each school year when the Preferred Hiring List is collapsed.
- (c) Only after Occasional Teachers have been short listed for interviews (as through 11.01(b)(i) above) shall the board advertise externally.
 - i. Occasional Teachers shall be interviewed in conjunction with external applicants.
 - ii. The parties may agree to alter the process by mutual consent.
- (d) Occasional Teachers, who are currently teaching in Long Term Occasional assignments that have not concluded by the commencement date of the Teacher Vacancy, shall be eligible to apply for the new posted Teacher Vacancy.

L11.02 The board shall include Occasional Teachers in any scheduled training/in-servicing regarding recruiting.

ARTICLE L12.00 - SALARY

The following rates of pay shall apply: (To view the salary grids from the ETFO Teacher Collective agreement go to www.hpedsb.on.ca select Departments, select Human Resources Support Services, select collective agreements.

L12.01 (a) Effective September 1, 2014, the daily rate of pay shall be 1/194 of 95% of category A1-1 years of the Hastings and Prince Edward Elementary Teachers' grid in effect as of that date.

i)

September 1, 2014					
Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	\$43,658	\$45,086	\$48,813	\$54,096	\$58,233
1	\$46,072	\$48,219	\$50,749	\$56,518	\$59,793
2	\$48,685	\$50,853	\$51,982	\$58,938	\$61,349
3	\$50,759	\$53,971	\$54,563	\$62,314	\$65,053
4	\$52,825	\$56,757	\$57,364	\$65,685	\$68,751
5	\$55,130	\$59,866	\$60,488	\$69,057	\$72,452
6	\$57,527	\$62,312	\$63,940	\$72,429	\$76,151
7	\$60,081	\$66,114	\$67,440	\$75,797	\$79,849
8	\$62,706	\$69,150	\$70,131	\$79,171	\$83,548
9/10	\$66,619	\$72,456	\$75,122	\$84,227	\$89,101
11	\$70,530	\$75,054	\$80,113	\$89,285	\$94,656
Ult	\$75,054				

September 1, 2015					
Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	\$43,658	\$45,086	\$48,813	\$54,096	\$58,233
1	\$46,072	\$48,219	\$50,749	\$56,518	\$59,793
2	\$48,685	\$50,853	\$51,982	\$58,938	\$61,349
3	\$50,759	\$53,971	\$54,563	\$62,314	\$65,053
4	\$52,825	\$56,757	\$57,364	\$65,685	\$68,751
5	\$55,130	\$59,866	\$60,488	\$69,057	\$72,452
6	\$57,527	\$62,312	\$63,940	\$72,429	\$76,151
7	\$60,081	\$66,114	\$67,440	\$75,797	\$79,849
8	\$62,706	\$69,150	\$70,131	\$79,171	\$83,548
9	\$66,619	\$72,456	\$75,122	\$84,227	\$89,101
10/11	\$70,530	\$75,054	\$80,113	\$89,285	\$94,656
Ult	\$75,054				

September 1, 2016 - 1%					
Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	\$44,095	\$45,537	\$49,301	\$54,637	\$58,815
1	\$46,533	\$48,701	\$51,256	\$57,083	\$60,391
2	\$49,172	\$51,362	\$52,502	\$59,527	\$61,962
3	\$51,267	\$54,511	\$55,109	\$62,937	\$65,704
4	\$53,353	\$57,325	\$57,938	\$66,342	\$69,439
5	\$55,681	\$60,465	\$61,093	\$69,748	\$73,177
6	\$58,102	\$62,935	\$64,579	\$73,153	\$76,913
7	\$60,682	\$66,775	\$68,114	\$76,555	\$80,647
8	\$63,333	\$69,842	\$70,832	\$79,963	\$84,383
9	\$67,285	\$73,181	\$75,873	\$85,069	\$89,992
10	\$71,235	\$75,805	\$80,914	\$90,178	\$95,603
Ult.	\$75,805				

98 th Day of 2016/2017 .05%					
Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	\$44,315	\$45,765	\$49,548	\$54,910	\$59,109
1	\$46,765	\$48,945	\$51,513	\$57,369	\$60,693
2	\$49,418	\$51,618	\$52,764	\$59,825	\$62,272
3	\$51,523	\$54,783	\$55,384	\$63,252	\$66,032
4	\$53,620	\$57,611	\$58,227	\$66,674	\$69,786
5	\$55,960	\$60,767	\$61,398	\$70,096	\$73,542
6	\$58,393	\$63,250	\$64,902	\$73,519	\$77,297
7	\$60,985	\$67,109	\$68,455	\$76,938	\$81,051
8	\$63,650	\$70,191	\$71,186	\$80,363	\$84,805
9	\$67,622	\$73,546	\$76,253	\$85,495	\$90,442
10	\$71,591	\$76,184	\$81,319	\$90,629	\$96,081
Ult.	\$76,184				

- ii. Any retroactivity in effect for the Teachers' grid shall also apply to the daily rate for Casual Occasional Teachers and the grid rate for Long Term Occasional Teachers.
- iii. Retroactivity shall apply in cases when settlement of a Collective Agreement is reached following the expiry date of the current agreement in force.

Long Term Occasional Teachers

- (b) Long Term Occasional Teachers shall be placed on the board's salary grid for Elementary Teachers in accordance with the recognized teaching experience and released Federation experience and category placement effective on the tenth (10th) consecutive Day of teaching retroactive to the first (1st) Day that the assignment began. A copy of the current Teachers' grid will be made available to the Union.
- (c) Where a Long Term Occasional Teacher is employed on a Day where the school is closed due to special climatic or catastrophic conditions, the Occasional Teacher shall be paid for the scheduled assignment.

- (d) The continuous employment of an Occasional Teacher shall be deemed unbroken in the event of an emergency school closure or a Non-Instructional Day. Where applicable, the Occasional Teacher shall attend the professional activity.
- L12.02 (a) Remuneration paid to Long Term Occasional Teachers will be pro-rated for assignments to positions of less than a full-time basis, but in no circumstances will a Casual Occasional Teacher be paid for less than one-half (1/2) day.
 - i. Should the assignment extend beyond 0.6 of a Day, the Occasional Teacher shall be compensated for a 1.0 Day, with professional duties assigned by the Principal or designate for a full day.
 - ii. The Occasional Teacher shall be notified at the time of booking an assignment if that assignment will extend beyond a 0.5 Day. Postings will indicate assignment start and end time, with start time being the reporting time.
- L12.03 (a) Occasional Teachers not using pay sheets shall be paid bi-weekly in accordance with the pay date schedule as agreed to in the Elementary Teachers' Agreement.
 - (b) Occasional Teachers using pay sheets shall be paid bi-weekly in accordance with the pay date schedule.
- L12.04 All Casual and Long Term Occasional Teachers may view their paystubs via the board's Empath portal.
- L12.05 Upon request, the board will issue Records of Employment by the third (3rd) Friday in July.

Experience Credits

- L12.06 (a) For purposes of grid placement Long Term Occasional Teachers who qualify shall be entitled to a salary allowance for all previous certified teaching experience approved by this board and its predecessor boards up to and including, but not exceeding, the maximum salary in the salary level appropriate to their qualifications as outlined below.
- (b) Approved and certified teaching experience is defined as teaching in a publicly supported school, or at the discretion of the Director of Education, in a privately supported school. Teaching experience in a College of Applied Arts and Technology or similar institution maintained by public support and under the Minister of Education of Ontario, or in a Teachers' College or College of Education under the Ministry of Education and Training in Ontario, a University, or with the Human Resources Development Canada Retraining Program in a regular certified program will be admitted as approved and certified teaching experience for salary allowance purposes provided that the Occasional Teacher was in

possession of an Ontario Teaching Certificate for the period(s) involved. Credit given will be pro-rated for teaching for part of a school year.

- (c) No later than August 31 of the current school year, an Occasional Teacher requesting information from another jurisdiction shall file a copy of the request(s) for certification of previous teaching experience with the Human Resources Officer - Teaching, coincident with the request to other board(s). An Occasional Teacher shall be entitled to the salary rate reflected in the higher grid placement retroactive to the first day of teaching for this board, or the beginning of the current school year, whichever is less.
- (d) In the event that a copy of the request for certification of previous teaching experience was sent to the board, as described in (c) above, retroactivity to the beginning of the school year will be allowed.

Teaching experience from HPEDSB

- (e) Teaching experience for less than a full-time assignment and/or less than a full school year shall be accumulated and recognized as follows:
 - i) An Occasional Teacher who works the equivalent of half or more of the full Days in a regular school year receives one year of credit. 1.0 year of credit is the maximum to be accumulated in one school year (FTE = a full school year). Experience will be calculated and applied as of September 1st of each year.
 - ii) An Occasional Teacher who works the equivalent of less than half of the full Days in a regular school year shall receive credit for the number of Days worked. When the number of Days accumulated represents half or more of the full Days in a regular school year, the Occasional Teacher will receive one year of credit. Experience will be calculated and applied as of September 1st of each year.
 - iii) Additional approved and certified teaching experience as a Hastings and Prince Edward District School Board Teacher will be recognized to a maximum of one year experience per school year calculated in accordance with 12.06 (e) i)
- (f) By September 15 of each year, each Occasional Teacher shall receive by mail, a written statement of the number of Daily Casual and Long Term Days credited to the Occasional Teacher that school year. The statement shall also include the experience credit level that the Occasional Teacher would be placed in, on the salary grid.

L12.07 Grid placement will be determined following the same policy and procedures as regular Elementary Teachers. These procedures shall be provided to the Union.

L12.08 Each Occasional Teacher's category classification on the salary grid shall be determined by the application of the current QECO Program.

Category Classification

- L12.09 (a) It shall be the sole responsibility of the Occasional Teacher to provide the board with documentary proof in the form of a Qualifications Evaluation Council of Ontario Certificate Rating Statement as well as proof of experience to determine placement on the salary grid.
- (b) Occasional Teachers who are not in possession of a category rating from the Qualifications Evaluation Council of Ontario and who have made application, must submit a photocopy of their completed application to the Human Resources Officer-Teaching. These Occasional Teachers will be paid according to their verified years of experience at Category A1. Upon receipt of their official rating, they will receive retroactive pay back to the date the completed application was received in Human Resources.
- (c) Occasional Teachers who are in possession of a category rating from QECO and who have made application to upgrade their category rating, will receive retroactive pay back to the date the completed application was received in Human Resources.

ARTICLE L13.00 - WORKING CONDITIONS

In-School Information

- L13.01 (a) The Union shall produce an Occasional Teacher Information Folder in consultation with the board (Appendix C).
- (b) The board shall recommend the use of the approved model Occasional Teacher Information Folder (Appendix C).
- (c) The Occasional Teacher's Information Folder (Appendix C) shall be reviewed upon the request of either party. Any changes to Appendix C shall be by mutual agreement of the board and the Union.

Timetable

- L13.02 (a) An Occasional Teacher shall be assigned only the regularly assigned classroom and supervisory duties of the Teacher being replaced.
- (b) The Casual Occasional Teacher assignments shall be one of the following:
- 0.5 F.T.E. 1-150 minutes of instructional time plus any supervision duties on the Teacher's timetable.
 - 0.6 F.T.E. 151-180 minutes of instructional time plus any supervision duties on the Teacher's timetable.
 - 1.0 F.T.E. 181-300 minutes of instructional time plus any supervision duties on the Teacher's timetable.

L13.03 The board agrees that the primary responsibility of the Occasional Teacher is to

fulfill the teaching duties of the elementary Teacher being replaced and further agrees that support from the school administration in providing supervision and maintaining discipline shall be provided.

- L13.04 (a) When an Occasional Teacher determines that the Occasional Teachers is unable to carry out supervision duty prior to the start of an assignment because of a need to prepare for the assignment, the Occasional Teacher shall so inform the office. The Principal shall arrange for an exchange of duty for another time during the assignment.
- (b) The board will make every effort to inform the Occasional Teacher of any supervision duties when the assignment is booked.
- (c) The Principal shall provide for an exchange of supervision duties for an Occasional Teacher who teaches in more than one school in a given Day when the Occasional Teacher has a noon hour supervision duty in either school, excluding extraordinary circumstances.

Lunch Period

L13.05 The board shall provide each Occasional Teacher with an uninterrupted period for lunch, free from duty of at least forty (40) minutes per Day.

Travel Allowance

L13.06 Where a Teacher who is receiving a travel allowance under board Policy is replaced by an Occasional Teacher, the same allowance shall be paid to the Occasional Teacher through the length of the assignment.

L13.07 In respect of other travel authorized by the board, an Occasional Teacher shall receive reimbursement at the board approved rate.

- L13.08 (a) The board shall provide excess liability insurance coverage for vehicles not owned by the board that are operated by Occasional Teachers and who are required to travel in the performance of their duties. This insurance only comes into effect for liability losses, not property damage to the vehicle, and only once the limits of the teacher's personal policy are exhausted.
- (b) No Occasional Teacher shall be required to transport students or other individuals in the Occasional Teacher's personal vehicle or any other vehicle.

ARTICLE L14.00 - MEDICAL PROCEDURES

Not Responsible for Diagnosis or Medication

L14.01 No Occasional Teacher will be required to carry out any medical/physical procedures.

L14.02 The board recognizes the right of any Occasional Teacher to refuse to be assigned to administer medication or perform any medical/physical procedures.

L14.03 In the event of a medical emergency, an Occasional Teacher may perform such procedures as are necessary to the safety and well-being of the child.

L14.04 No Occasional Teacher shall be discharged, penalized or disciplined in any way for making a complaint related to health and safety or refusing to be designated to administer medication or perform any medical/physical procedures.

L14.05 It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

L14.06 To the extent possible, the board shall use appropriately trained non-teaching personnel to perform any of the functions outlined in Article L14.01.

Occupational Health and Safety

L14.07 The board is committed to ensure the safety of Occasional Teachers.

L14.08 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.

L14.09 (a) The board shall ensure that Occasional Teachers are made aware of administrative information, policies, and procedures.

- (b) Schools will ensure that Occasional Teachers have access to information on the following:
- i. Emergency Measures Plan
 - ii. School and Staff Safety Plan
 - iii. Safety Regulations and the Academic Health and Safety Committee Input Process
 - iv. Safe Schools Policy

ARTICLE L15.00 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE

Occasional Teacher's Services Not Required

L15.01 An Occasional Teacher who is called for a half-Day assignment, who reports, and who finds that the Occasional Teacher's service is not required shall be paid a half-Day's pay for reporting for duty. Occasional Teachers are expected to listen to the radio for bus cancellations or to check the tri-board website and follow the board protocol regarding inclement weather.

L15.02 If the Occasional Teacher has been called in for a full-Day assignment, the Occasional Teacher shall be paid a full-Day's pay for reporting for duty.

Late Calls

L15.03 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided the Occasional Teacher arrives within a reasonable time of receiving such late request.

Emergencies

L15.04 In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers shall be paid full pay at the applicable rate of pay. This closure shall not interrupt the continuity of an assignment.

Cancellations

L15.05 The board shall give as much notice of cancellation of a pre-arranged assignment as possible.

L15.06 All Occasional Teachers are able to access the current inclement weather System Memo and School Closure Procedure on the board's website. Upon hiring, new Occasional Teachers will be provided with information on how to access this information.

ARTICLE L16.00 - VOLUNTARY LEAVE OF ABSENCE

L16.01 (a) Any Occasional Teacher on the List may request inactive status on the List for a period of up to and including one (1) school year.

(b) This request shall be forwarded to the Union and the board in writing or by e-mail.

L16.02 The Occasional Teacher shall return to active status on the List at the end of the leave or at an earlier date as requested by the Occasional Teacher. Failure to return to occasional teaching would result in the Occasional Teacher's name being removed from the List.

L16.03 Such leaves may be extended by mutual consent of the board and the Occasional Teacher.

ARTICLE L17.00 - SHORT TERM LEAVES OF ABSENCES

See also Sick Leave, Central Terms

L17.01 A Long Term Occasional Teacher shall be granted a leave of absence occasioned by one or another of the circumstances provided hereunder and, when applicable, for the time limit set forth. None of these leaves shall constitute a break in service, and during these leaves Long Term Occasional Teachers shall continue to accumulate credit for teaching experience and any other relevant entitlements under this Collective Agreement.

L17.02 Provisions in Article L17 shall apply to all Long Term Occasional Teachers in an assignment with a predetermined start and end date and for Long Term Occasional Teachers in assignments without a predetermined start and end date, following completion of two (2) months in the same assignment.

Code 1 - Absence with pay - deductible from sick leave credits

- (a) Self illness
- (b) Workplace Safety and Insurance

Code 2 - Absence with pay - items not deductible from sick leave account

- (a) An absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon the Occasional Teacher's duties.
- (b) Juror service or by reason of a subpoena being witness in any proceeding to which the Occasional Teacher is not a party to one of the persons charged, provided that the Occasional Teacher pays to the board any fee exclusive of traveling allowances and living expenses the Occasional Teacher received as a juror or as a witness. (The Education Act, Section 231 (5), 1974, Rev. 1980)
- (c)
 - i) An absence for up to three (3) Days for a death in the family, or for the death of person who stands in the place of a family member. It is understood that spouse includes common-law and same-sex partners.
 - ii) Funerals of other than the immediate family, up to one Day of bereavement.
- (d) Provide up to one-half Day or full Day away from work to attend a post-secondary examination.
- (e) Provide up to one-half Day or full Day away from work for the purpose of attending one's own post-secondary graduation, or attendance at the post-secondary graduation of members of the immediate family.
- (f) Absence due to inclement weather as approved by the supervisor.
- (g) Provide up to one-half Day or one full Day for weddings of members of the Occasional Teacher's immediate family or for the Occasional Teacher's own wedding.
- (h) Absence from work due to the introduction by the board of chemicals into the work environment on condition that upon advance notice an alternate work location has not been refused. Illness must be supported by a medical practitioner's certificate.
- (j) For illness in the immediate family to a maximum of three (3) Days per school year.
- (k) Up to one (1) Day for attending the birth of the Occasional Teacher's child/grandchild/surrogate child.

Code 3 - Absence without pay - items not deductible from sick leave account

Moving to a new place of residence but leave granted for moving shall not exceed one (1) Day in any year which shall be the actual day of moving.

Family Care Leave

- L17.07 (a) An Occasional Teacher is entitled to a leave of absence without pay of up to eight (8) weeks to provide care of, or support to, an individual described in 17.01 (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty six (26) weeks or such shorter period as maybe prescribed.
- (b) Article L17.07 (a) applies in respect to the following individuals:
- i. The Occasional Teacher's spouse;
 - ii. A parent, step-parent or foster parent of the Occasional Teacher;
 - iii. A child, step-child or foster child of the Occasional Teacher;
 - iv. Any individual prescribed as a family member for the purpose of the Employment Standards Act. (ESA) Section 2004, c. 15 s.3.
- (c) The Occasional Teacher may begin a leave under this Article no earlier than the first (1st) day of the week in which the period referred to in 17.01(a) begins.
- (d) Under Section 5 of the ESA, the Occasional Teacher may not remain on a leave under this Section after the earlier of the following dates:
- i. the last day of the week in which the individual has died;
 - ii. the last day of the week in which the period referred to in 17.07 (a) ends.

ARTICLE L18.00 - PREGNANCY/PARENTAL LEAVE

See also Pregnancy Leave, Central Terms

L18.01 Pregnancy and Parental Leave shall be granted upon written request in accordance with the *Employment Standards Act*.

L18.02 During Pregnancy, Parental and General Leave, the Occasional Teacher's name shall be noted as "Inactive" on the List. The Occasional Teacher's name shall be returned to "Active" on the List at the end of the leave, upon written notification by the Occasional Teacher to the board.

L18.03 Any Occasional Teacher who qualifies for Employment Insurance Benefits by virtue of having actively worked for the Hastings and Prince Edward District School board shall be granted pregnancy leave of at least 17 weeks and a parental leave of at least 35 weeks or such shorter leave as the Occasional Teacher requests.

Supplemental Employment Benefit

L18.04 The plan is to supplement the Employment Insurance Benefits received by Occasional Teachers for temporary unemployment caused by pregnancy and/or parental leave and will consist of the following:

- (a) i) Employees must prove that they have applied for and are in receipt of Employment Insurance Benefits in order to receive payment under the plan;
- ii) The Supplemental Employment Benefit is payable for a period during which an Occasional Teacher is not in receipt of Employment Insurance if the only reason for non-receipt is the claimant is serving the two week Employment Insurance waiting period.
- (b) The board will pay 95% of the Allowable Employment Insurance Commission (E.I.C.) benefit of the Occasional Teacher on pregnancy leave, for the two week Employment Insurance Commission (E.I.C.) waiting period.
- (c) Supplemental Employment Benefit payments will be kept separate from payroll records.

ARTICLE L19.00 – BENEFITS

See also Benefits, Central Terms

- L19.01 (a) Long Term Occasional Teachers who have agreed to teach at least fifty (50) consecutive Days for one teacher, in a predetermined assignment, shall be entitled to participate in Life Insurance, Extended Health and Dental Plans available to Elementary Teachers as set out in the current Elementary Teachers' Collective Agreement, subject to the terms and conditions of the Insurance Policy.
- (b) Long Term Occasional Teachers who have completed fifty (50) consecutive days for one teacher in an assignment without a predetermined start and end date, shall be entitled to participate in Life Insurance, Extended Health and Dental Plans available to elementary teachers as set out in the current Elementary Teachers' Collective Agreement, subject to the terms and conditions of the Insurance Policy. Retroactive payment shall be made to the Occasional Teacher for all benefit premiums paid during the first fifty (50) days of the assignment.
- (c) Payment of the premiums necessary to enroll Occasional Teachers shall be paid as per the elementary teacher's collective agreement.
- (d) Any Occasional Teacher having selected benefits who then chooses to withdraw from the Plan shall not be eligible for reinstatement for the balance of the current school year.
- (e) An Occasional Teacher who has completed a Long Term assignment may retain these benefits, in accordance with Article L19.04 until August 31 of that current year.

L19.02 Occasional Teachers who worked a minimum of sixty (60) Days for the board as an Occasional Teacher under the terms of this Collective Agreement and who

remain available to teach at least sixty (60) Days in the current school year shall, subject to the conditions set out below, be eligible to enrol and participate in the group insured benefit plans as per the Elementary Teachers' Collective Agreement.

Application and Eligibility

- L19.03 (a) Each eligible Occasional Teacher shall, not later than June 30 each year, contact the Benefits Coordinator for a Benefits Election Form.
- (b) An eligible Occasional Teacher who elects to participate in the Employee Benefits Plans shall be a participant in the plan or plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:
- i. remains on the List;
 - ii. remains available to work at least sixty (60) Days as an Occasional Teacher, except as may be otherwise permitted by the board; and
 - iii. pays the Occasional Teacher's share under 19.04.
- (c) An Occasional Teacher currently enrolled in the Benefits Plan may continue participation in that Plan from the next September 1 to the following August 31 providing that the Occasional Teacher:
- i. works at least sixty (60) full-time equivalent Days as an Occasional Teacher with the board during the current school year; and
 - ii. fulfills the conditions set out under 19.03(b).
- L19.04 (a) The board will pay 75% of the cost of the premium.
- (b) The eligible Occasional Teacher's share of the premium cost shall be paid by automatic bank withdrawals.
- (c) If the Occasional Teacher fails to comply with any of the conditions of this article, the Occasional Teacher's enrollment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enroll except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under this article.

ARTICLE L20.00 - GRIEVANCE AND ARBITRATION PROCEDURE

See also Central Grievance Process, Central Terms

Definition of Grievance

L20.01 Any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner:

Step 1

Grievance(s) must be submitted by the Union in writing to the appropriate Superintendent or designate within twenty (20) Days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) Days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) Days of the meeting.

Step 2

If no settlement is reached, the Union shall file the grievance in writing to the Director of Education within ten (10) Days following the response from the Superintendent or designate. Within five (5) Days of receipt of the grievance, a meeting will be held with the Director of Education. A written response will be provided to the Union from the Director of Education within five (5) Days of the meeting.

Step 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) Days of receipt of the response.

Policy Grievance

L20.02 Both the Union and the board shall have the right to file a grievance based on a dispute arising out of the application, interpretation, or alleged violation. A policy grievance shall be presented in writing to the authorized Union Representative or the Director of Education or their designates as the case may be, within five (5) Days of the incident or circumstance giving rise to the grievance. A reply to the grievance shall be given in writing within five (5) Days. The right of a single Occasional Teacher to grieve shall not be by-passed.

L20.03 Any grievance which has been processed but not settled through the above grievance procedure may be submitted to arbitration in accordance with Article L21.00, providing such submission is made within fourteen (14) Days of the last written disposition by the responding party.

L20.04 If a party fails to reply to a grievance within the time limits set out at any step above, the grievance may be submitted to the next step of the grievance procedure.

L20.05 At any step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement in writing.

ARTICLE L21.00 - ARBITRATION

See also Central Grievance Process, Central Terms

L21.01 The parties may agree to submit the grievance to a mutually agreed upon single arbitrator. In the event the parties are unable to agree upon the single arbitrator, the parties may request the Minister of Labour to make the appointment.

Expense of the Board of Arbitration

L21.02 Each party shall pay:

- i. the fees and expenses of the arbitrator it appoints;
- ii. one half (½) of the fees and expenses of the chairperson.

ARTICLE L22.00 - STRIKES AND LOCKOUTS

L22.01 The board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of this agreement. Lockout and strike shall be as defined in the *Labour Relations Act*.

L22.02 No Occasional Teacher shall be requested or required to perform the duties of any other board employee who is engaged in a strike. No Occasional Teacher shall be disciplined or penalized in any way for refusing to cross a picket line or for refusing to perform the duties of any other board employee who is engaged in a strike.

ARTICLE L23.00 - PROFESSIONAL ACTIVITY DAYS

L23.01 The board shall post information concerning Professional Development Activities on the Occasional Teachers' bulletin boards in all schools.

L23.02 A Professional Activity Day shall not interrupt the continuity of an Occasional Teaching assignment.

L23.03 A Long Term Occasional Teacher shall be scheduled to work when there is a Professional Activity Day and shall be paid for the Day and shall be required to participate in the scheduled professional activity sessions.

L23.04 An Occasional Teacher shall have access to the scheduled Professional Activity programs and the board's in-service programs on a voluntary basis without pay. The board shall acknowledge the participation of the Occasional Teacher in such programs on the "Response to Professional Demands Tracking Sheet" (Appendix D).

L23.05 An Occasional Teacher is entitled to attend, without pay, staff meetings for the Occasional Teacher's assigned schools and Professional Development Activities.

Professional Development Expenses

L23.06 (a) The board shall reimburse an Occasional Teacher for all reasonable expenses connected with any educational or teaching conferences, convention, workshops or courses attended by the Occasional Teachers as required by the board.

In effect until August 31, 2017

- (b) When it is mutually determined and agreed upon by the board and Union, that an Occasional Teacher may require additional support to address significant concerns related to their professional practice, the board will support the Occasional Teacher's participation in one professional development session. This support is not intended for all Occasional Teachers.
- L23.07 (a) The board shall provide a fund of \$10,000 per school year for Union and board concerns relative to Occasional Teacher training needs including, but not limited to, curriculum needs, instructional practices, staff development and group professional activities for Occasional Teachers on the List.
- (b) The board shall rebate the \$10,000 to the Union by September 1 of each school year.
- (c) The allocation of these funds will be done by the Union.
- (d) The Union shall provide an accounting of the use of the funds upon request of the board.

ARTICLE L24.00 - OCCASIONAL TEACHER/BOARD RELATIONS COMMITTEE

- L24.01 The Occasional Teacher/Board Relations Committee shall be made up of equal representation appointed by the board and the Union and include the President of the Union and the Human Resources Officer - Teaching and at least one additional member from each Party.
- L24.02 The initial meeting shall be held within thirty (30) Days of the signing of this Collective Agreement, with subsequent meetings at the Committee's discretion. A minimum of one meeting will be held annually at the request of either party.
- L24.03 Union Representatives on the Hastings and Prince Edward Occasional Teacher/Board Relations Committee shall be paid the appropriate rate of pay, with teaching experience and applicable benefits, up to an aggregate of three (3) full-time equivalent Days per school year when required to attend meetings of the Committee, held during the instructional day.
- L24.04 The Committee shall discuss issues of concern to either the board or the Union through a process of mutual problem solving but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.
- L24.05 The Committee shall be responsible for reviewing such matters as are referred to it by the board or the Union and shall make such recommendations to the board and the Union, as it deems appropriate.

L24.06 The Committee shall have no power to effect changes in the existing Collective Agreement unless otherwise approved by the board and the Union.

L24.07 The board shall notify the President of the Union prior to implementing any major change in administrative procedures respecting Occasional Teachers.

L24.08 The Hastings and Prince Edward District School Board and ETFO have considered Section 10 of the regulation set out in Canada Gazette, Part II, Vol. 130, No. 14 pertaining to Section 55 of the Employment Insurance Act. Section 10 provides methods so that employers can complete the Records of Employment for workers not paid on an hourly basis.

The parties agree, under 10(2) of the regulations that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that Occasional Teachers on Long Term Occasional assignments shall be deemed to have worked nine (9) hours each week Day they are employed. Occasional Teachers working on Long Term

Occasional assignments that are part of a Day shall be deemed to have worked hours per Day that are pro-rated accordingly.

Daily Occasional Teachers shall be deemed to have worked 8 hours each week day they are employed, or pro-rated accordingly.

ARTICLE L25.00 - DURATION AND RENEWAL

See also Notice to Bargain/Renewal, Central Terms

Remains in Effect Until Notice Given

L25.01 This Collective Agreement becomes effective on September 1, 2014 and shall remain in effect until August 31, 2017 and from year to year thereafter unless notice is given by either party pursuant to the Labour Relations Act.

L25.02 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either party may notify the other within the period of 180 days prior to the termination date of the Collective Agreement that it desires to negotiate the renewal, with or without modifications, of this Collective Agreement.

L25.03 This agreement shall supersede all previous Collective Agreements. Except for error, inadvertence, or omissions it shall form the basis of computing all salaries and other conditions defined herein. Amendments (deletions or additions) to the Sections defined herein shall be made only by mutual consent of the parties concerned during the life of the Agreement.

L25.04 During the effective period either party wishing to amend this Collective Agreement shall notify the other party in writing. The other party shall acknowledge such notice and meet to consider the proposed amendment within 14 days of written receipt.

Pursuant to the Provisions of the *School Boards Collective Bargaining Act, 2014*

Memorandum of Settlement on Local Terms

BETWEEN

**Elementary Teachers Federation of Ontario and is
Hastings and Prince Edward – Occasional Teacher Local
(the “Union”)**

And

**Hastings and Prince Edward District School Board
(the “Employer”)**

1. The parties agree that this Memorandum and the attached Appendix --- constitute the basis for the full and final settlement of the local terms of the collective agreement. The parties agree to recommend these terms to their respective principals for ratification.
2. The parties will complete the ratification process by April 28, 2016.
3. Except as provided in the attached Appendix --- and in the Memorandum of Settlement respecting central terms dated November 2, 2015, the local terms of the collective agreement imposed pursuant to the *Putting Students First Act* for the period September 1, 2012 to August 31, 2014 as modified by the Memorandum of Agreement between the Union and the Government of Ontario dated June 12, 2013 and any agreement of the parties in local bargaining and as otherwise required by law continue without amendment for the duration of the collective agreement.
4. Except as provided otherwise herein, the terms of this Memorandum and accompanying Appendices shall be effective on the date of the ratification of these local terms pursuant to the *School Boards Collective Bargaining Act*.
5. The parties shall meet to determine the structure and content of the collective agreement within 60 days of the ratification of this Memorandum. Any dispute with respect to a conflict between the local terms and the central terms and any dispute as to whether an issue is solely local, shall be referred by either party to the central dispute resolution process provided for under the central terms of the collective agreement. Disputes related to provisions that are solely local which cannot otherwise be resolved shall be referred to the local grievance arbitration process for resolution.

Dated at _____ Ontario, this _____ day of _____, 2015


For the Board:

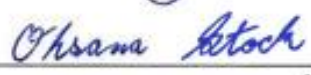








For the Union:









APPENDIX 'A'

OCCASIONAL TEACHER EVALUATION FORM

Occasional Teacher _____ Date of Evaluation _____

Principal _____ School _____

Grade Level/Subject(s) _____ Length of Assignment (Dates) _____

Please select one of the following letters which most accurately reflects the Occasional Teacher's performance in each of the following categories.

Overall Rating of "S" - Satisfactory or "NI" - Needs Improvement

- ☐ "S"
☐ "NI"

Classroom Management Skills

- (a) Maintains a positive learning environment. _____
(b) Communicates clear expectations for behaviour. _____
(c) Provides encouragement to students. _____
(d) Uses instructional time effectively and paces lessons appropriately. _____
(e) Uses appropriate strategies to keep students on task. _____

Comments: _____

Instructional Skills

- (a) Demonstrates sound knowledge of subject matter. _____
(b) Provides clear direction and explanations. _____
(c) Models correct and appropriate oral and written language. _____
(d) Handles student responses appropriately. _____
(e) Demonstrates active listening skills. _____
(f) Encourages student participation and interaction. _____

Comments: _____

OCCASIONAL TEACHER EVALUATION FORM - CONTINUED - Page 2

Personal and Professional Skills

- (a) Demonstrates cooperative and professional relationships with school personnel and honours confidentiality. _____
- (b) Shows initiative and enthusiasm. _____
- (c) Performs other required duties effectively (yard duty, lunch, and hall.) _____

Comments: _____

Recommendations: _____

Occasional Teacher's Comments: _____

Occasional Teacher's Signature _____ Date _____

(I have read, understand and acknowledge the information on this evaluation form.)

Principal / Vice-Principal's Signature _____ Date _____

**APPENDIX B
HASTINGS & PRINCE EDWARD DISTRICT SCHOOL BOARD
ELEMENTARY AGREEMENT TO TEACH FORM**

When you sign this form you are agreeing to make yourself available to accept assignments.

LEVEL 1

Surname: _____ (First Name): _____

Address: _____ City: _____

Postal Code: _____ Telephone#: _____

email: _____ Signature: _____

Please circle Grades you are Qualified to teach: JK/SK 1-3 4-6 7-8

Please circle Grades you are Willing to teach: JK/SK 1-3 4-6 7-8

Please circle subjects you are Qualified to teach: French Music Physical Education
Special Education

Please circle subjects you are Willing to teach: Core French, French Immersion, Special
Education, Music Vocal,
Instrumental, Physical Education

If you are available to work all periods listed below, please circle Yes

If you are available for part of the week, please circle your availability below:

<u>Mornings:</u>	Monday	Tuesday	Wednesday	Thursday	Friday
<u>Afternoons:</u>	Monday	Tuesday	Wednesday	Thursday	Friday

Are you willing to accept Long Term assignments "Yes"

I am presently a _____ % contractual teacher.

If you are a Retired Teacher, please indicate when you retired:

The School Board you retired from:

I am limited to only 20 days a year: "Yes"

List the **five schools** where you wish to be on their **Priority List**, in order of preference:

1. _____

4. _____

2. _____

5. _____

3. _____

LEVEL 1

I wish to be placed on the **General List** for **all** of the remaining schools: “Yes” “No”

If you do not wish to be placed on the **General List** for all of the remaining schools, place a check mark beside the name of the school where you wish to teach

010 Area A - Bayside ASG <input type="checkbox"/> 011025 Bayside P.S. <input type="checkbox"/> 011095 Frankford P.S. <input type="checkbox"/> 011290 Stirling Primary P.S. <input type="checkbox"/> 011285 Stirling Junior P.S. <input type="checkbox"/> 011295 Stirling Senior P.S.	020 Area B - Centre Hastings ASG <input type="checkbox"/> 021166 Earl Prentice P.S. <input type="checkbox"/> 021150 Madoc P.S. <input type="checkbox"/> 021155 Madoc Township P.S. <input type="checkbox"/> 021165 Marmora Senior P.S. <input type="checkbox"/> 021260 S.H. Connor P.S. <input type="checkbox"/> 021261 Tweed-Hungerford P.S.
030 Area C - Quinte ASG <input type="checkbox"/> 031115 Harmony P.S. <input type="checkbox"/> 031125 Hillcrest P.S. <input type="checkbox"/> 031200 Park Dale P.S. <input type="checkbox"/> 031220 Prince of Wales P.S. <input type="checkbox"/> 031300 Tyendinaga P.S.	040 Area D - Trenton ASG <input type="checkbox"/> 041050 Breadner P.S. <input type="checkbox"/> 041065 College Street P.S. <input type="checkbox"/> 041190 North Trenton P.S. <input type="checkbox"/> 041215 Prince Charles Trenton P.S. <input type="checkbox"/> 041235 Queen Elizabeth Trenton P.S. <input type="checkbox"/> 041305 V.P. Carswell P.S.
050 Area E - Centennial ASG <input type="checkbox"/> 051091 Foxboro P.S. <input type="checkbox"/> 051210 Prince Charles Belleville P.S. <input type="checkbox"/> 051270 Sir John A. Macdonald P.S. <input type="checkbox"/> 051275 Sir Mackenzie Bowell P.S. <input type="checkbox"/> 051297 Susanna Moodie P.S.	060 Area F - Moira ASG <input type="checkbox"/> 061070 Deseronto P.S. <input type="checkbox"/> 061120 Harry J. Clarke P.S. <input type="checkbox"/> 061230 Queen Elizabeth Belleville P.S. <input type="checkbox"/> 061245 Queen Victoria P.S.
070 Area G - North Hastings ASG <input type="checkbox"/> 071015 Bancroft P.S. <input type="checkbox"/> 071045 Bird's Creek P.S. <input type="checkbox"/> 071060 Coe Hill P.S. <input type="checkbox"/> 071130 Hermon P.S. <input type="checkbox"/> 071180 Maynooth P.S. <input type="checkbox"/> 071185 North Hastings Sr. Elementary	080 Area H - Prince Edward ASG <input type="checkbox"/> 081010 Athol Central <input type="checkbox"/> 081067 C.M.L. Snider Elementary School <input type="checkbox"/> 081140 Kente P.S. <input type="checkbox"/> 081170 Massassaga-Rednersville P.S. <input type="checkbox"/> 081205 Pinecrest Memorial Elementary School <input type="checkbox"/> 081232 Queen Elizabeth Picton P.S. <input type="checkbox"/> 081282 Sophiasburgh Central School <input type="checkbox"/> 081284 South Marysburgh P.S.

This information is collected under the authority of the Freedom of Information Act and will be used as a means of contact between Federation members.

I give my permission to release this information to the Federation. “Yes” “No”

APPENDIX B

**HASTINGS & PRINCE EDWARD DISTRICT SCHOOL BOARD
ELEMENTARY AGREEMENT TO TEACH FORM**

When you sign this form you are agreeing to make yourself available to accept assignments

LEVEL 2

Surname: _____ First Name: _____

Address: _____ City: _____

Postal Code: _____ Telephone#: _____

email: _____ Signature: _____

Please circle Grades you are Qualified to Teach: JK/SK 1-3 4-6 7-8

Please circle any of the following subjects you are Qualified to teach:
French, French Immersion, Vocal Music Instrumental
Music, Physical Education, Special Education

I wish to be considered for Level 1 when sufficient space is available, please circle "Yes"

If you are available to work all periods listed below, please circle "Yes"

If you are available for part of the week, please circle your availability below:

<u>Mornings</u>	Monday	Tuesday	Wednesday	Thursday	Friday
<u>Afternoons</u>	Monday	Tuesday	Wednesday	Thursday	Friday

Are you willing to accept Long Term assignments () Yes () No

I am presently a _____ % contractual teacher.

If you are a Retired Teacher, please indicate when you retired: _____

The School Board you retired from: _____

I am limited to only 20 day a school year () Yes

Please See Reverse Side For Further Instructions....

LEVEL 2**WE APPRECIATE YOUR COMMITMENT TO ACCEPT ASSIGNMENTS.**

010 Area A - Bayside ASG <input type="checkbox"/> 011025 Bayside P.S. <input type="checkbox"/> 011095 Frankford P.S. <input type="checkbox"/> 011290 Stirling Primary P.S. <input type="checkbox"/> 011285 Stirling Junior P.S. <input type="checkbox"/> 011295 Stirling Senior P.S.	020 Area B - Centre Hastings ASG <input type="checkbox"/> 021166 Earl Prentice P.S. <input type="checkbox"/> 021150 Madoc P.S. <input type="checkbox"/> 021155 Madoc Township P.S. <input type="checkbox"/> 021165 Marmora Senior P.S. <input type="checkbox"/> 021260 S.H. Connor P.S. <input type="checkbox"/> 021261 Tweed-Hungerford P.S.
030 Area C - Quinte ASG <input type="checkbox"/> 031115 Harmony P.S. <input type="checkbox"/> 031125 Hillcrest P.S. <input type="checkbox"/> 031200 Park Dale P.S. <input type="checkbox"/> 031220 Prince of Wales P.S. <input type="checkbox"/> 031300 Tyendinaga P.S.	040 Area D - Trenton ASG <input type="checkbox"/> 041050 Breadner P.S. <input type="checkbox"/> 041065 College Street P.S. <input type="checkbox"/> 041190 North Trenton P.S. <input type="checkbox"/> 041215 Prince Charles Trenton P.S. <input type="checkbox"/> 041235 Queen Elizabeth Trenton P.S. <input type="checkbox"/> 041305 V.P. Carswell P.S.
050 Area E - Centennial ASG <input type="checkbox"/> 051091 Foxboro P.S. <input type="checkbox"/> 051210 Prince Charles Belleville P.S. <input type="checkbox"/> 051270 Sir John A. Macdonald P.S. <input type="checkbox"/> 051275 Sir Mackenzie Bowell P.S. <input type="checkbox"/> 051297 Susanna Moodie P.S.	060 Area F - Moira ASG <input type="checkbox"/> 061070 Deseronto P.S. <input type="checkbox"/> 061120 Harry J. Clarke P.S. <input type="checkbox"/> 061230 Queen Elizabeth Belleville P.S. <input type="checkbox"/> 061245 Queen Victoria P.S.
070 Area G - North Hastings ASG <input type="checkbox"/> 071015 Bancroft P.S. <input type="checkbox"/> 071045 Bird's Creek P.S. <input type="checkbox"/> 071060 Coe Hill P.S. <input type="checkbox"/> 071130 Hermon P.S. <input type="checkbox"/> 071180 Maynooth P.S. <input type="checkbox"/> 071185 North Hastings Sr. Elementary	080 Area H - Prince Edward ASG <input type="checkbox"/> 081010 Athol Central <input type="checkbox"/> 081067 C.M.L. Snider Elementary School <input type="checkbox"/> 081140 Kente P.S. <input type="checkbox"/> 081170 Massassaga-Rednersville P.S. <input type="checkbox"/> 081205 Pinecrest Memorial Elementary School <input type="checkbox"/> 081232 Queen Elizabeth Picton P.S. <input type="checkbox"/> 081282 Sophiasburgh Central School <input type="checkbox"/> 081284 South Marysburgh P.S.

This information is collected under the authority of the Freedom of Information Act and will be used as a means of contact between Federation members.

I give permission to release this information to the Federation. "Yes" "No"

THANK YOU. WE APPRECIATE YOUR SUPPORT.

APPENDIX 'C'

HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD AND THE ELEMENTARY OCCASIONAL TEACHERS' FEDERATION OF ONTARIO (ETFO)

Occasional Teacher Information Folder

As an Occasional Teacher you are considered part of the school staff when you are in an assignment at a school. The following information is provided to all staff and has been compressed into a usable format for Occasional Teachers. The folder includes expectations for staff as well as information essential to a successful day in the classroom. Please read carefully.

As per the Occasional Teacher Collective Agreement, school principals are responsible for ensuring that Occasional Teachers are provided with an information folder, created by the Teacher the Occasional Teacher is substituting for, which explains the procedures of the classroom along with pertinent information which the Occasional Teacher may require throughout the Occasional Teacher's stay.

Samples of such pertinent information are attached on the following two sheets divided into two categories: "Essential Information" and "Additional Information". Decisions as to the content of the folders at each school will remain a school based decision, however in an attempt to strive for consistency across the system, school staff are asked to use this Appendix as a guide for the creation of their school's folders. All bulleted items are suggestions only.

Essential Information	Additional Information
<p><u>Up to date Day Book</u> Information that will be included in the day book and not in the Occasional Teacher Information Folder is as follows:</p> <ul style="list-style-type: none"> • Teacher timetable indicating supervision/preparation duties • Start and finish times of each period listed on each Teacher's timetable • School Bell times • Modification/accommodations of programming for students • Behavioural concerns • Washroom / food and drink routines • Inclement weather schedule and procedures 	<p><u>School Map</u> - available at office upon request</p> <ul style="list-style-type: none"> • Up-to-date staff lists
<p><u>Up to date class list</u></p> <ul style="list-style-type: none"> • Any student medical concerns, i.e., peanut allergies, diabetic, etc, should be <u>listed on class lists</u> 	<p><u>Expectations for Occasional Teachers/Staff</u></p> <ul style="list-style-type: none"> • Do not leave or send students to unsupervised areas • If student is injured, call or send for help • Do not leave other students unsupervised • Stay in your designated area • Each Teacher is to ensure that all students leave and enter the building safely • Teachers are to be visible in halls during class changes • Yard duty Teachers are to report immediately • Do not use physical contact when dealing with students
<p><u>Up to date seating plan (where applicable)</u></p>	<p><u>Special Ed. Information</u> - available at office</p> <ul style="list-style-type: none"> • Student custodial concerns

Essential Information	Additional Information
<p><u>Statement of Classroom Discipline Expectations and Processes.</u></p> <ul style="list-style-type: none"> • To be posted in classroom • Mutual respect for all staff and students is expected. 	
<p><u>Statement of Office Referral Procedures from Principal</u></p>	
<p><u>Classroom Fire Drill/Evacuation Procedures / Safe School Security Codes</u></p> <ul style="list-style-type: none"> • To be posted by classroom exit signs • Recommended practices should be noted on a clipboard such as the following: <ul style="list-style-type: none"> • Current class lists • Areas indicating where students are to line up; and the • Names of students who would deliver information to school office 	
<p><u>Attendance/Lunch/Indoor Recess Procedures</u></p> <ul style="list-style-type: none"> • Refer to daybook for Teacher responsibilities 	
<p><u>Accident(s) Staff / Student Procedures / Reporting</u></p> <ul style="list-style-type: none"> • Ensure employee injury forms are completed in consultation with the school office and forwarded to Human Resources Support Services within 24 hours 	

APPENDIX 'D'

HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD
OCCASIONAL TEACHER RESPONSE TO PROFESSIONAL DEMANDS
TRACKING SHEET

SCHOOL YEAR: _____

NAME: _____ **EMPLOYEE #:** _____

DATE	ACTIVITY	# OF DAYS	APPROVAL PRINCIPAL OR VICE-PRINCIPAL OR PRESENTER
TOTAL DAYS			

OCCASIONAL TEACHER'S SIGNATURE: _____

APPENDIX 'E'

DISCIPLINE PROCESS FOR OCCASIONAL TEACHER'S CASUAL AND LONG TERM

Step One

Verbal Warning:

This step involves a meeting with the Occasional Teacher, the Principal, and a witness if the H.R. Officer is unable to attend the meeting, the Human Resources Officer - Teaching (the H.R. Officer has the option of being present depending on the circumstances) and the Local President or designate. The purpose of the meeting is to discuss an incident(s) of unacceptable performance and/or unacceptable behaviour with the Occasional Teacher. This meeting will occur within five (5) Days from the date of the concern coming to the attention of the administration. This meeting may be held beyond the five (5) Days if mutually agreed to by the parties. It is understood that there be no formal documentation as a result of this meeting, nor will there be any material placed in the Occasional Teacher's personnel file. Any notes will be the responsibility of each party.

Step Two

Written Warning:

If further discipline is required or if the board is considering imposing discipline at the written warning level, a meeting with the Occasional Teacher, Principal, Human Resources Officer - Teaching and the Local President or designate will occur within five (5) Days from the date of the concern coming to the attention of the administration. This meeting will identify the areas of concern and review steps taken to date (if applicable). The improvement or changes required of the Occasional Teacher will be stated together with a time line for improvement established (if appropriate), including consequences if no improvement is made. All information from this meeting will be confirmed in a letter to the Occasional Teacher and the Local President or designate and a copy will be placed in the employee's personnel file.

Step Three

Disciplinary Action:

If further discipline is required, or if the board is considering imposing discipline at the Suspension/Discharge level, Step 3 will be initiated. A meeting with the Occasional Teacher, Principal, Human Resources Officer - Teaching and the Local President or designate will be held within five (5) Days of the date of the concern coming to the attention of the administration. The purpose of the meeting is to address the unacceptable performance and/or behaviour of the Occasional Teacher. The resulting disciplinary action will be confirmed in a letter to the Occasional Teacher and the Local President or designate, outlining the board's concerns and the resulting disciplinary action taken. Such action may be a suspension from the particular school's call-in list up to and including dismissal from the List of Occasional Teachers, depending on the circumstances giving rise to the discipline.

Notwithstanding the foregoing, it is understood that:

- Discipline Process does not preclude the board from taking immediate and appropriate disciplinary action and, as required, initiating disciplinary action at any Step in the Process, when necessary, in light of the circumstances.
- The Discipline Process is used to correct first time or repeated unacceptable performance/behaviour.
- Any of the steps within the Discipline Process may be repeated.
-

- If any previous documentation has been removed from an employee's personnel file, a future occurrence would typically result in a new process starting at Step One.
- Such Process will be reviewed annually by the board and the Union advised accordingly of any changes made herein.
- The Discipline Process does not preclude the board or the Union from including additional representatives at any step in the Process. The Parties agree to notify each other prior to the meeting should this occur.

ARCHIVES

Article 17.00 SHORT TERM LEAVES OF ABSENCE

- L17.01 (a) A Long Term Occasional Teacher shall be entitled to sick leave Days equal to ten (10) percent of the number of Days in the assignment. For the purposes of clarification, a Long Term Occasional Teacher shall not receive a credit of more than two (2) sick leave Days for each twenty Days of teaching during an assignment. Occasional Teachers working less than a full-time assignment shall be pro-rated for sick leave credits during the assignment.
- (b) Unused sick leave will be cumulative from one Long Term assignment to another during the school year but may not be carried forward to the next school year.
- L17.02 Sick leave credits accumulated under this Agreement shall be added to sick leave credits accumulated as a Teacher under the board's regular Elementary or Secondary Teachers' Collective Agreements.
- L17.03 The sick leave credits accumulated by each Long Term Occasional Teacher shall be reduced by one Day for each Day of absence due to illness or injury. Such an Occasional Teacher shall produce evidence of injury or illness satisfactory to the board for absences exceeding five (5) consecutive Days.
- L17.04 If a Long Term Occasional Teacher is appointed to the permanent staff of the board for the ensuing school year without an intervening break in employment, then the employee shall carry forward as a credit any accumulative sick leave balance as of the preceding June 30th.