

**Collective Agreement**

**between**

**The Elementary Teachers' Federation of Ontario**

**Representing**

**The Elementary Occasional Teachers Of the Near North Occasional Teachers' Local**

**Of the Elementary Teachers' Federation of Ontario**

**Employed by the Board**

**and**

**The Near North District School Board**

**September 1, 2022**

**to**

**August 31, 2026**

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

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

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

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

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

## **C2.00 DEFINITIONS**

- C2.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C2.2** The “Central Parties” shall be defined as the Employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the employee bargaining agent, the Elementary Teachers’ Federation of Ontario (ETFO) (each being a “Central Party”).
- C2.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.
- C2.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and

systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

### **C3.1 Single Collective Agreement**

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

### **C3.2 Term of Agreement**

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

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

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

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

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

### **C3.5 Amendment of Terms**

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

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

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

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

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

### **C4.1 Definitions**

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

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

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

- 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 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

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

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

### **C5.3 Funding**

- a) All funding in section c) shall be subject to the following conditions:
  - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT’s expense, within 30 days after their decision to make the change.
  - ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
  - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.

- c) The funding rate shall be increased for inflation as follows on the following dates:
  - i. September 1, 2022: 1% (\$6,235.74)
  - ii. September 1, 2023: 1% (\$6,298.10)
  - iii. September 1, 2024: 1% (\$6,361.08)
  - iv. September 1, 2025: 1% (\$6,424.69)
  - v. August 31, 2026: 4% (\$6,681.68)

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup>.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.
- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
  - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup> for the school year impacted by the strike or lock-out;
  - ii. Divide i) by 194 days;
  - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

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

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

### **C5.6 Privacy**

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

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

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

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

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

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

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon

request. The board will remit premiums collected to the carrier on behalf of the Teachers.

- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

## **C6.00 SICK LEAVE**

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

#### **a) Sick Leave Benefit Plan**

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

#### **b) Sick Leave Days**

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

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

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

#### **d) Eligibility and Allocation**

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

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

STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.

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

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

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

Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

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

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

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

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

**g) Administration**

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and

disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).

- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

## **C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

- C7.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C7.2** The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C7.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C7.4** The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

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

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

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

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

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

## **C9.00 DIAGNOSTIC ASSESSMENT**

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.

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

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

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

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage

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

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

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

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

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

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Winter breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

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

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

## **APPENDIX A – RETIREMENT GRATUITIES**

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

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

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

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

The task force will:

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

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

**Status quo central items**

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

**Issues:**

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Individual Education Plans**

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Support for Students Committee**

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

A provincial committee will be established with representatives comprised of:

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

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

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

**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

**LETTER OF AGREEMENT #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violent Incident Debriefing Training**

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

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

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

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

**LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention in School Boards**

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

**LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Integration of Students**

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

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

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

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

**LETTER OF AGREEMENT #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Hybrid Instruction**

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

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

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

**LETTER OF AGREEMENT #15**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Hiring Practices**

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

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

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

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

**LETTER OF AGREEMENT #16**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Safe Teaching and Learning Environments**

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

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

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

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

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

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

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

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## PART B – LOCAL TERMS

### L1.00 PURPOSE

- L1.01 The purpose of this Agreement is to establish the terms and conditions of employment of all members of the Bargaining Unit employed by the Board, including salaries, employee benefits, working conditions and other matters, and to establish an expeditious procedure for the resolution of grievances which may arise.
- L1.02 Members of the Bargaining Unit shall be Occasional Teachers as per Article L5.01 and L5.04.
- L1.03 Except for errors, inadvertence or omission, this Collective Agreement shall form the basis for computing all salaries and other conditions.

### L2.00 MANAGEMENT RIGHTS

- L2.01 The Board retains those management rights not limited by this Collective Agreement.

### L3.00 DURATION AND AMENDMENT OF THE COLLECTIVE AGREEMENT

- L3.01 Refer to C3.00 of Part A for LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL
  - L3.01.1 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.
- L3.02 If either party gives notice of its desire to negotiate amendments in accordance with 3.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- L3.03 No change can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- L3.04 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the Labour Relations Act and the School Boards Collective Bargaining Act.

### **Strike by Other Board Employees**

L3.05 During a legal strike undertaken by members of another bargaining unit against the Board, no Occasional Teacher shall be required to perform duties beyond the scope of their regular duties.

### **L4.00 RECOGNITION OF NEGOTIATION PARTIES**

L4.01 The employer being the Near North District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all occasional teachers employed by the Board in its elementary panel.

L4.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.

L4.03 Words importing the singular number shall include the plural and vice versa.

### **L5.00 DEFINITIONS**

L5.01 "Occasional Teacher" shall bear the meaning given in the Education Act.

L5.02 "Long Term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for:

- i. a period of ten (10) or more consecutive days in the same teaching assignment as the teacher being replaced, based on that teacher's timetable where the teacher is full- time, part-time or on partial leave. Notwithstanding the foregoing, "consecutive days" shall be deemed to include but not be limited to non-adjacent days in the same assignment, eg. teaching kindergarten on Monday, Wednesday and every other Friday or teaching Monday through Thursday but not Friday, provided the days are part of a regular and consistent schedule
- ii. It is understood that any Professional Activity Day, inclement weather day, or any assignment cancellation when the Board temporarily closes schools due to transportation failures, road closures, utility outages, fire or water damage, labour disruptions involving another Near North District School Board bargaining unit, or any leave for specialist medical appointment (upon presentation of a medical note from the Specialist paid for by the employee) or leave permitted by this collective agreement, falling in the ten (10) day consecutive period will not be considered as a break in consecutive service.

L5.03 "Short Term Occasional Teacher" means a teacher who is required to teach for a period of fewer than ten (10) consecutive and uninterrupted days.

L5.04 "Qualified" means holding a valid Ontario Teaching Certificate recognized by the Ontario College of Teachers.

L5.05 "Day" means an instructional day unless otherwise specified.

L5.06 "Occasional Teacher List" means a list of all teachers who have been accepted by the Board to teach as Occasional Teachers in the elementary panel.

L5.07 "Board" means the Near North District School Board.

## **L6.00 UNION SECURITY AND CHECK-OFF**

L6.01 On each pay date on which an employee is paid the Board shall deduct from each employee the ETFO dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by ETFO and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

L6.02 The ETFO dues deducted in 6.01 shall be remitted to the Treasurer of ETFO no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees name (First, Middle, Last), gender, address, Ministry Identification Number (MIDENT), their S.I.N. and OCT numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted. The Board shall, where available, provide the information in electronic form.

L6.03 Dues specified by the Bargaining Unit in 6.01, if any, shall be deducted and remitted to the Treasurer of ETFO Near North Occasional Teachers Local no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted. The Board shall, where available, provide the information in electronic form.

L6.04 ETFO and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by ETFO and/or the Bargaining Unit.

L6.05 All qualified Occasional Teachers employed by the Board shall be provided with a copy of this Agreement by the Board.

## **L7.00 REPRESENTATION**

L7.01 The Board agrees that it will deal solely with the duly authorized agents of the Union in all

matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Union will supply the Board with the names of its officials and committee members.

- L7.02 All correspondence between the parties arising out of this Agreement shall pass to and from the Director of Education or designate and the President of ETFO Near North Occasional Teachers Local.
- L7.03 Where the Board requires the attendance of an Occasional Teacher at a meeting convened during school hours and such Occasional Teacher has been scheduled for a teaching assignment, the Board shall compensate the Teacher at the appropriate daily rate. Such meeting shall not constitute a loss in sick leave and it shall not be considered a break in service as outlined in 5.02.

## **L8.00                    OCCASIONAL TEACHER LIST**

### **Occasional Teacher List**

- L8.01 An Occasional Teacher shall notify the Manager of Human Resources, in writing, of any changes during the school year of address, email address if available, telephone number, preferences or availability.
- L8.02 The Board shall produce an Occasional Teachers' List on the first day of October, February and April and provide a copy to the Bargaining Unit President (or designate.)
  - L8.02.1 The list shall include but is not limited to the following information when it has been provided by the Occasional Teacher: full name, telephone number, postal mailing address and email addresses.
- L8.03 The Board shall send to each teacher on the Occasional Teacher List a notice by May 1 reminding them to confirm whether they wish to have their name remain on the list. The Board will develop and maintain an electronic renewal form that will be completed by Occasional Teachers to confirm the desire to remain on the Occasional Teacher List for the following school year. A confirmation of receipt can be printed by the employee once the form is completed. In addition to Articles 10, 11, and 12, an occasional teacher's name shall be removed from the list if they fail to notify the Manager of Human Resources by May 31 each year of their desire to remain on the list for the next school year or if they fail to submit a copy of the Certificate of Qualification and Registration from the College of Teachers.
- L8.04 The Board shall send to each Occasional Teacher on the Occasional Teacher list a notice by May 1 reminding them to complete the online Criminal Offence Declaration. An Occasional Teacher will be removed from the list if they fail to complete the online Criminal Offence Declaration by May 31 of each year.
- L8.05 The Board will endeavor to maintain a supply list that does not exceed 50% of the FTE complement of elementary teachers employed by the Board. This percentage will exclude

teachers with special education qualifications, French qualifications, teachers not available for full-time callout and retired teachers.

#### **L9.00 LONG TERM OCCASIONAL TEACHING ASSIGNMENTS**

- L9.01 All long term occasional teaching positions shall be posted in every school at least three (3) full school days prior to the closing date for applications. A copy of each posting shall be forwarded to the Union President (or designate).
- L9.02 When hiring for long term occasional teaching positions, the Board shall consider first applications received from members of the bargaining unit. It is understood 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.
- L9.03 Should there be no suitable candidates who have applied for the position, the Board will seek a suitable applicant whose name shall be added to the occasional teacher list.
- L9.04 Each January the Board shall provide to the Near North Occasional Teacher Local a report of the number of long term occasional positions and the number of positions filled by members of the Occasional Teacher List for the previous school year.

#### **L10.00 PROBATIONARY PERIOD**

- L10.01 All newly hired Long Term Occasional Teachers shall serve a probationary period of thirty (30) working days. A probationary Long Term Occasional Teacher shall be terminated and removed from the list at the sole discretion of the Board and shall not be entitled to grieve the termination. Such removal shall not be for reasons which are discriminatory, arbitrary or made in bad faith and the board shall provide written notification of such removal.
- L10.02 As part of the hiring process the Board shall grant interviews to all occasional teachers up to five (5) who have applied to fill any vacant position for which they are eligible.

#### **L11.00 PROCEDURE FOR REMOVING NAMES FROM THE LIST**

- L11.01 The Superintendent of Business may remove a Short Term Occasional Teacher from the list provided such removal is not for reasons which are discriminatory, arbitrary or made in bad faith and shall provide written notification of such removal. The Short Term Occasional Teacher may appeal the decision to the Director of Education.
- L11.02 Notwithstanding 11.01, an Occasional Teacher's name shall also be removed from the list(s) for the following reasons:
  - i) the Occasional Teacher asks, in writing, to have their name removed from the list(s);
  - ii) by May 31 if the Occasional Teacher has not accepted 50% of job offers;
  - iii) the Occasional Teacher fails to submit notice, on the appropriate form by May 31, of their

intent to be available for the following school year;

iv) the Occasional Teacher fails to complete the offence declaration by May 31.

An Occasional Teacher wishing to appeal based on Article 11.02, will contact the Manager of Human Resources.

**L11.03**

- i. A daily Occasional Teacher, who is placed on an administrative leave, and temporarily removed from the list, as a result of an allegation which occurred while they were teaching, shall be paid for a maximum of five (5) days.
- ii. A Long Term Occasional Teacher temporarily removed from the list, as a result of an allegation which occurred while they were teaching, shall be paid for the length of the administrative leave or the remaining length of the assignment, whichever is shorter.

**L12.00 JUST CAUSE**

L12.01 A Long Term Occasional Teacher under contract shall not be disciplined, dismissed, demoted, or suspended without just and sufficient cause. Such cause shall be provided to the Occasional Teacher in writing within five (5) working days from the time the Occasional Teacher is informed of the discipline, dismissal, demotion or suspension.

**L13.00 CATEGORY SYSTEM AND CERTIFICATION**

L13.01 Each teacher's category classification on the salary grid shall be determined by the application of the most recent QECO Certification Chart, or at the option of the teacher under previous category classification.

L13.02 Changes in Category shall be made only after receipt of a Certification Statement issued by the QECO Certification Board. It is the responsibility of the teacher to present to the Manager of Human Resources the Certification Statement.

L13.03 As a condition of employment, new teachers engaged by the Board shall submit a QECO certification rating statement to the Manager of Human Resources. Until the statement is received, new teachers shall be placed on the salary grid at Category A1. Retroactive pay shall be limited to one calendar year.

L13.04 Any changes in category shall be made effective as follows:

L13.04.01 A salary change due to change in category will be made effective as of September 1 of the same year when courses are completed prior to this date and where courses are completed during the current year, retroactivity will take place as of the date the courses are completed, (the course completion date shall be as provided by the institution offering the course) provided the Manager of Human Resources has been notified in writing of the impending change prior to December 31, and the Certification Statement/Letter of Evaluation has been

received by the Manager of Human Resources prior to June 30 of the current school year. In no case will retroactivity be applied prior to September 1 of that same school year.

- L13.04.02 A salary change due to change in category will be made effective January 1 following, if notification has not been received prior to December 31, and provided that the Manager of Human Resources has been notified in writing of the impending change prior to April 30 and that the Certification Statement has been received by the Manager of Human Resources prior to October 31 of the ensuing school year. In no case will retroactivity be applied prior to January 1 of the calendar year.
- L13.04.03 If unusual delays in the receipt of the Certification Statements occur which are beyond the control of the teacher and if the teacher informs the Manager of Human Resources in writing of the delay, then retroactivity as stated in 13.04.01 and 13.04.02 will be applied in a fair and reasonable manner subject to 13.05.
- L13.05 Changes in salary, including any appropriate retroactive payment, will be made within two months by the Manager of Human Resources upon receipt of the Certification Statement to verify the change in category.

#### **L14.00      CATEGORY SYSTEM AND EXPERIENCE**

- L14.01 Teachers shall be paid in Category A1 0 until such time as they provide proof of a different category classification and experience.
- L14.02 Teachers with less than a full-time assignment shall be paid pro rata based on their assignment percentage.
- L14.03 Where a teacher is employed to work only part of the school year, the teacher shall be paid a salary in proportion that the number of days which the teacher is employed to work bears to the total number of school days in the school year.
- L14.04 The following shall apply for the purpose of determining the annual salary appropriate to an Occasional Teacher's teaching experience.
  - L14.04.01 Credit shall be given for a full-time, part-time, long term occasional teaching experience as well as continuing education teaching experience in elementary or secondary schools.
  - L14.04.02 Teaching experience, including long term occasional teaching experience, for a full-time assignment for a full school year shall be recognized as one full year credit.
  - L14.04.03 Teaching experience for less than a full-time assignment and/or less than a full school year including long-term occasional teaching experience, shall be recognized as follows:

- L14.04.03.01 0.5 Assignment or more, or half school year or more: one full year credit.
- L14.04.03.02 Less than 0.5 assignment shall accumulate until reaching 0.5, then a full year credit shall be granted.
- L14.04.03.03 Continuing education teacher shall be recognized such that each day of accumulated experience accumulated up to 188 days shall equal one year of credit. The accumulation of credit shall be provided up to a maximum of 2 steps on the grid.
- L14.04.03.04 Teaching experience as a continuing education teacher shall be recognized such that each five (5) hours of a continuing education assignment shall be equivalent to one (1) day's full-time teaching. Continuing education shall mean night school, summer school and adult education where credit is issued.
- L14.04.04 No Occasional Teacher employed by the Near North District School Board on 30 June 1998 shall suffer a reduction in grid placement as a result of wording in this article which may conflict with the grid placement received under the collective agreement of their predecessor Board.
- L14.04.05 Experience shall be calculated as of August 31<sup>st</sup> of each year.
- L14.05 New Occasional Teachers will be given forty-five (45) teaching days to submit proof of previous teaching experience from other Boards. If this proof is received by the Board within the forty-five (45) teaching days then the Occasional Teacher's salary will be retroactive to the Occasional Teacher's first day of teaching. If notice is received after forty-five (45) days then the Occasional Teacher's salary will be adjusted as of the date of notice.

It is understood that the teacher is responsible for submitting the proof but if a situation arises that the Occasional Teacher has in good faith made all proper attempts to receive the proper documentation and has notified the Board of delays, and it is determined to be beyond their control then the forty-five (45) teaching days may be extended.
- L14.06 Related Experience:
  - L14.06.01 Other experience - years of teaching at a university or community college.
  - L14.06.02 The years of related experience to be counted shall be those in excess of requirements for entrance to Ontario Faculties of Education.
  - L14.06.03 Documentary or documented evidence must be submitted with all applications for related experience allowances.

**L15.00 SALARY SCHEDULE****L15.01 Short Term Occasional Daily Rate**

September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
\$278.38	\$286.73	\$294.62	\$301.99

*The above daily rates include a vacation allowance of 4%.*

**L15.02** Effective September 1, 2008, a Long Term Occasional Teacher shall be paid at a per diem rate 1/194th of their grid placement in accordance with the grid as set forth for the Board's most recent collective agreement for Elementary Teachers. This daily rate includes vacation allowance of 4%.

01-Sep-22					
STEP	CATA	CATA1	CATA2	CATA3	CATA4
0	\$270.21	\$278.38	\$289.75	\$319.72	\$334.31
1	\$281.27	\$292.42	\$305.04	\$337.74	\$353.83
2	\$293.76	\$306.45	\$320.36	\$355.76	\$373.36
3	\$306.26	\$320.49	\$335.68	\$373.80	\$392.85
4	\$317.70	\$334.53	\$350.99	\$391.85	\$412.37
5	\$331.38	\$348.56	\$366.29	\$409.88	\$431.89
6	\$344.93	\$362.60	\$381.59	\$427.91	\$451.42
7	\$358.59	\$376.65	\$396.91	\$445.95	\$470.93
8	\$374.92	\$390.68	\$412.20	\$463.99	\$490.44
9	\$392.55	\$407.16	\$428.27	\$482.00	\$509.97
10	\$396.85	\$424.79	\$445.60	\$500.04	\$529.46
11	\$421.53	\$459.04	\$480.76	\$537.99	\$570.08
12	\$449.42				

01-Sep-23					
STEP	CATA	CATA1	CATA2	CATA3	CATA4
0	\$278.32	\$286.73	\$298.44	\$329.31	\$344.34
1	\$289.71	\$301.19	\$314.19	\$347.87	\$364.44
2	\$302.57	\$315.64	\$329.97	\$366.43	\$384.56
3	\$315.45	\$330.10	\$345.75	\$385.01	\$404.64
4	\$327.23	\$344.57	\$361.52	\$403.61	\$424.74
5	\$341.32	\$359.02	\$377.28	\$422.18	\$444.85
6	\$355.28	\$373.48	\$393.04	\$440.75	\$464.96
7	\$369.35	\$387.95	\$408.82	\$459.33	\$485.06
8	\$386.17	\$402.40	\$424.57	\$477.91	\$505.15
9	\$404.33	\$419.37	\$441.12	\$496.46	\$525.27
10	\$408.76	\$437.53	\$458.97	\$515.04	\$545.34
11	\$434.18	\$472.81	\$495.18	\$554.13	\$587.18
12	\$462.90				

01-Sep-24					
STEP	CATA	CATA1	CATA2	CATA3	CATA4
0	\$285.97	\$294.62	\$306.65	\$338.37	\$353.81
1	\$297.68	\$309.47	\$322.83	\$357.44	\$374.46
2	\$310.89	\$324.32	\$339.04	\$376.51	\$395.14
3	\$324.12	\$339.18	\$355.26	\$395.60	\$415.77
4	\$336.23	\$354.05	\$371.46	\$414.71	\$436.42
5	\$350.71	\$368.89	\$387.66	\$433.79	\$457.08
6	\$365.05	\$383.75	\$403.85	\$452.87	\$477.75
7	\$379.51	\$398.62	\$420.06	\$471.96	\$498.40
8	\$396.79	\$413.47	\$436.25	\$491.05	\$519.04
9	\$415.45	\$430.90	\$453.25	\$510.11	\$539.71
10	\$420.00	\$449.56	\$471.59	\$529.20	\$560.34
11	\$446.12	\$485.81	\$508.80	\$569.37	\$603.33
12	\$475.63				

01-Sep-25					
STEP	CATA	CATA1	CATA2	CATA3	CATA4
0	\$293.12	\$301.99	\$314.32	\$346.83	\$362.66
1	\$305.12	\$317.21	\$330.90	\$366.38	\$383.82
2	\$318.66	\$332.43	\$347.52	\$385.92	\$405.02
3	\$332.22	\$347.66	\$364.14	\$405.49	\$426.16
4	\$344.64	\$362.90	\$380.75	\$425.08	\$447.33
5	\$359.48	\$378.11	\$397.35	\$444.63	\$468.51
6	\$374.18	\$393.34	\$413.95	\$464.19	\$489.69
7	\$389.00	\$408.59	\$430.56	\$483.76	\$510.86
8	\$406.71	\$423.81	\$447.16	\$503.33	\$532.02
9	\$425.84	\$441.67	\$464.58	\$522.86	\$553.20
10	\$430.50	\$460.80	\$483.38	\$542.43	\$574.35
11	\$457.27	\$497.96	\$521.52	\$583.60	\$618.41
12	\$487.52				

L15.03 An Occasional Teacher who teaches in the same teaching assignment, replacing a teacher for a period of ten (10) or more consecutive days, as per Article 5: Definitions 5:02 Long Term Occasional Teacher, shall be paid retroactively at the rate of a Long Term Occasional Teacher.

L15.04 In the event that a Long Term Occasional Teacher is employed on a part-time basis, then the rate of pay for that Occasional Teacher shall be based on the assignment FTE and be pro-rated as per Article 15.01.02.

L15.05 Should the school year commence before September 1<sup>st</sup> in any given year, all increases in grid cells, wages and allowances effective as of September 1<sup>st</sup>, shall be applied to payments made to members of the bargaining unit in respect of days worked in that school year prior

to September 1<sup>st</sup>. For greater clarity, a working day for purposes of this article shall include both an instructional day and a Professional Activity Day.

L15.06 Long Term Occasional Teachers shall accrue teaching experience towards an additional increment. When that teaching experience is less than one full year equivalent, the teacher shall be placed on the next grid step when the experience is 0.5 or more. This grid step placement shall occur at the beginning of the next Long Term Occasional placement.

## **L16.00      METHOD OF PAY**

L16.01 Occasional Teachers shall be paid bi-weekly based on the timesheets provided.

L16.02 The payment shall be deposited electronically at the financial institution of the employee's choice and payment information shall be maintained in the employee portal which can be printed by the employee.

L16.03 Overpayment/Underpayment:

Errors in creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered. The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time has elapsed from the beginning of the school year to the pay period at which the overpayment was discovered. Notwithstanding the foregoing, the Teacher may mutually agree with the Board to repay the overpayment in a shorter period. In no case shall a teacher have monies deducted by the Board in conjunction with this article without first advising the teacher.

Errors in pay creating an underpayment shall be recoverable back to the beginning of the school year in which the error was discovered and shall be recovered on the next pay. If the underpayment results from missed paid days and is greater than two 1.0 FTE days' salary, upon request to the Human Resources department, the Board shall issue an advance, of 60% of estimated net pay, within two (2) working days but no earlier than the date of deposit. Any other underpayment of salary including but not limited to the remaining amount of underpayment shall be recovered on the next pay.

## **L17.00      LEAVES**

**[Additional provisions for Sick Leave may be found in article C6.00 of Part A Central Terms]**

L17.01 All items in Article 17 shall apply solely to Long Term Occasional Teachers and any reference to "Teacher" in this Article is to be interpreted as meaning a Long Term Occasional Teacher.

## **Sick Leave**

L17.02 The Board may require a certificate from a qualified medical or dental practitioner of the Board's choice for absences greater than five (5) days. The cost of such a certificate shall be paid by the Board.

L17.03 Any leave of absence requested by a Teacher for any of the following reasons shall be granted by the Principal and shall be with pay, and without loss of sick leave:

L17.03.01 where a teacher is writing examinations and:

- i) the examination is written in conjunction with improvement of qualifications or professional standing, and
- ii) the examination is written during the school day, or
- iii) the examination is written outside the instructional day but travel time from the instructional day is necessary to reasonably arrive at the examination location.

L17.03.02 where a teacher is attending their own graduation exercises or the graduation (grade 8, elementary, secondary and post secondary) of their spouse, child, or parent and;

- i) the exercises occur during the instructional day, or
- ii) the exercises occur outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the graduation location.

L17.04 for absence occasioned by the birth or adoption of a child, a leave of absence may be granted without loss of pay or sick leave credit for a period not exceeding one (1) day;

L17.04.01 where a Teacher is attending the funeral of a member of the family:

- i) in the case of immediate family as defined below, a leave of absence without deduction of salary or sick leave credit up to a maximum of five (5) days;
- ii) in the case of a member outside the immediate family as defined below or a friend, one (1) day.

Definition - IMMEDIATE FAMILY - Parents, parents-in-law, spouse, children, siblings, grandparents, grandchildren. However, there may be an exceptional situation for other relatives. In the case of such a relative, the employee may be granted leave, subject to approval of the Superintendent of Business or designate.

L17.04.02 A Teacher shall be allowed leave of absence from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which they are not a party or one of the persons charged, provided that the teacher pays to

the Board any fee, exclusive of travelling allowances and living expenses that they receive as a juror or witness.

- L17.05 Each Teacher shall be allowed leave of absence without deduction of salary or sick leave when quarantined, or otherwise prevented from teaching by order of the medical authorities.
- L17.06 Any leave of absence without pay of three (3) days or less requested by a Teacher and not covered elsewhere in Article 17 may be granted by the Principal. Leaves of more than three (3) days may be recommended by the Principal and may be granted by the Manager of Human Resources or designate and shall be without pay.

**L17.07 Family Illness**

A leave shall be granted without deduction of salary or sick leave credit, for illness or medical appointments for a member of the immediate family as a result of which the teacher is required to be away from school. Such leave shall be limited to a maximum of three (3) days in a school year. Immediate family shall be defined as child, spouse, parent. It is to be established that every reasonable effort has been made to take care of the situation by other means. Extra time will be allowed wherever overnight travel is necessary.

- L17.08 Under the Workers' Compensation Act, this Board provides protection for its Teachers by way of insurance for partial loss of salary due to injury sustained in the course of duty.
- L17.09 Where an occasional teacher is receiving WSIB benefits, that occasional teacher is entitled to receive WSIB top-up to 100% of their salary for a maximum of four (4) years and six (6) months without deduction from sick leave.
- L17.10 An Occasional Teacher who was 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.

**L18.00 LEAVE FOR UNION BUSINESS**

- L18.01 At the request of the Bargaining Unit, the Board may grant paid release time to member(s) of the Union in order to conduct Union business (e.g. Negotiations).
- L18.02 Such released members will receive pay, benefits, teaching experience, seniority and other entitlements under this collective agreement and such leave shall not constitute a break in service.
- L18.03 The Union shall indemnify the Board with respect to its actual costs, if any, in replacing any teacher released for these purposes.
- L18.04 While on leave for Union business, the Union acknowledges its duties and obligations under the *Occupational Health and Safety Act* and *Workplace Safety and Insurance Act* and further

acknowledges that the board is not responsible for reporting work related illnesses and injuries to the WSIB.

L18.05 It is understood that release time for Union Business shall be counted as days worked.

## **L19.00      BENEFITS**

**Refer to Article C5.00 of the Central Agreement.**

L19.01 The Board agrees to deduct at source any required premium payments incurred by the Occasional Teacher.

## **L20.00      LIABILITY COVERAGE**

### **Liability Coverage**

L20.01 The Board will continue to provide liability coverage at the present limits of liability for all Occasional teachers while working for the Board.

### **Travel Expenses**

L20.02 An Occasional Teacher who is required to travel between schools or other places of employment shall be paid for such travel at the Board's mileage rate.

L20.03 In respect of other travel authorized by the Board, an Occasional Teacher shall be paid for such travel at the Board's mileage rate.

## **L21.00      CANCELLATION OF ASSIGNMENT**

L21.01

- (a) The Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur within two (2) hours' notice, the Board shall pay the occasional teacher for that day's assignment.
- (b) Notwithstanding 22.01 (a) if there is an inclement weather day, the assignment is cancelled and the occasional teacher is not required.

## **L22.00      TERMINATION OF LONG TERM ASSIGNMENT**

L22.01 The starting and ending dates of any long term Occasional assignment shall be agreed upon by the Teacher and the Board, in the form set out in the Schedule to this Collective Agreement, prior to the commencement of the assignment. Any change to these dates shall be by written agreement. In the event that the teacher being replaced returns prior to the anticipated date of return the Occasional teacher may be terminated and will be given

either five (5) days notice or five (5) days pay in lieu of notice at the discretion of the Board. Termination for any other reason shall be subject to just cause provision in Article 23.

## **L23.00 WORKING CONDITIONS**

### **L23.01**

- (a) When an Occasional Teacher is booked for the first morning of an assignment with morning duty, and/or end of day duty the Occasional Teacher shall be informed of the duty in advance.
- (b) It is understood by the parties that the responsibility of the Occasional Teacher is to fulfill the teaching and supervisory duties of the teacher being replaced. For further clarification, the board shall ensure that each occasional teacher is provided the 40-minute lunch that is scheduled for the teacher(s) being replaced.
- (c) Should the Board employ an Occasional Teacher for an assignment that replaces teachers who are not absent but are involved in other professional activities (eg. Coverage for IPRC meetings, grade placements, divisional meetings), the Principal or Designate will inform the Occasional Teacher in advance.
- (d) On a day when a school does not receive a sufficient allotment of Occasional Teachers to cover teacher absences, an Occasional Teacher, along with regular day school teachers, may be required to assist in the coverage of classes.

**L23.02** There shall be no discrimination by the Employer, the Union or any employee against any employee because of membership, or non-membership in any lawful Union or because of sex, race, colour, creed, age, marital status, ethnic origin, citizenship, ancestry, place of origin, sexual orientation, gender identity, gender expression, disability, or family status.

**L23.03** The Board agrees to follow the Administrative Guidelines on Workplace Harassment that is in place as of September 2009. Changes will be made in consultation with the Union.

**L23.04** No member is required to carry out medical procedures as part of their regular duties. No member shall be required to examine pupils for communicable diseases or to diagnose a communicable disease or condition.

**L23.05** The Principal or designate will notify a Short Term Occasional Teacher as soon as the Principal or designate becomes aware, if a case of Fifth Disease, Rubella, or Mumps is suspected or reported in the workplace.

Utilizing the Board's call out system, the school will notify a Short Term Occasional Teacher when offering a daily assignment or as soon as the Principal or designate becomes aware, if a case of Fifth Disease, Rubella, or Mumps is suspected or reported in the workplace.

### **L23.06**

**L23.06.01** An Occasional Teacher must work a minimum of one (1) assignment before April

15 of the current school year in order to be eligible to remain on the Occasional Teacher List.

- L23.06.02 Notwithstanding Article 23.06.01, the Executive of the ETFO near North Occasional Teachers' Local are exempt from the requirement to work in order to be eligible to remain on the Occasional Teacher List.
- L23.06.03 Notwithstanding Article 23.06.01, the Board may exempt an Occasional Teacher from the requirement on request.

#### **L24.00 STAFFING**

- L24.01 The President or designate of the Elementary Occasional Teachers' Bargaining Unit shall be a member of the Common Concerns Committee.
- L24.02 Each January, the Board shall provide to the Near North Occasional Teacher Local, a report of the number of contract positions and the number of positions filled by members on the Occasional Teacher List for the previous school year.
- L24.03 Within five (5) working days of the end of January and the end of April the Board shall provide a report to the ETFO Near North Occasional Teacher Local that includes the number and location of all failed to fill supply jobs for the current school year.

#### **L25.00 PROFESSIONAL ACTIVITY DAYS**

- L25.01 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- L25.02 A long term occasional teacher who is scheduled to work when there is a Professional Activity Day shall be paid for the day and will be required to participate in the scheduled professional activity sessions.
- L25.03 An occasional teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay subject to availability of space and/or materials.
- L25.04 The President or designate shall be a member of the Professional Development Committee.

#### **L26.00 EVALUATION OF TEACHER PERFORMANCE**

- L26.01 The Board shall have a policy on, and procedures for, evaluations. Any such policy shall be developed in consultation with the Union. Teachers shall only be evaluated in accordance with these policy/procedures.

#### **L27.00 PERSONNEL FILE**

- L27.01 The personnel file respecting a teacher shall be maintained in the Human Resources Department of the Board and shall be available and open to the teacher and/or a person authorized in

writing to act on the teacher's behalf for inspection in the presence of the Human Resources Manager or designate at any reasonable time during the regular working hours of the department.

- L27.02 The occasional teacher or designate may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher.
- L27.03 If the teacher disputes the accuracy or completeness of any such information other than an evaluation referred to in ARTICLE #26.01, the Board shall, within twenty school days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm, amend or remove the information.
  - L27.03.01 Where the Board amends or removes information as outlined in this article, the Board shall, at the request of the teacher notify all persons who received a report from the Board based on the prior information. Where the Board amends or removes information as noted above, the Board shall direct that all prior originals and copies within the Board shall be destroyed and will no longer be relied upon.
- L27.04 A teacher may place comments on any materials kept on file pertaining to the teacher.
- L27.05 No later than three (3) years after the date of issue, or less at the discretion of the Director, any disciplinary documents or adverse job-related correspondence contained within an Occasional Teacher's personnel records and files shall be removed at the written request of the Occasional Teacher and returned to the Occasional Teacher unless further disciplinary action has occurred for the same or similar offense within that period. This does not apply to documents or correspondence, which the Board is required to retain by law. These will be kept in a sealed envelope separate from the Occasional Teacher's files and will only be opened when the Board is required by law to open them. An Occasional Teacher may request a review after two (2) years and upon further review by the Superintendent of Business or designate, the letter/document may be removed. No reference to the document shall remain in the file.

## **L28.00 GRIEVANCE AND ARBITRATION PROCEDURE**

### **Definition of Grievance**

- L28.01 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:

### **Individual Grievance**

#### **STEP 1**

L28.02 The teacher and the Bargaining Unit representative will discuss the complaint with the appropriate Principal. The Principal shall attempt to resolve the matter informally within 5 school days of the initial discussion. The Principal shall answer the complaint in writing.

#### STEP 2

L28.03 Grievance(s) must be submitted in writing to the Superintendent of Business or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance after Step 1. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Superintendent of Business or designate. The Superintendent of Business or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

#### STEP 3

L28.04 If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response or the grievance will be considered to have been abandoned.

#### Grievance Mediation

L28.05 Nothing in this article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

#### Arbitration

L28.06 When both parties request that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

#### Decision of the Arbitrator

L28.07 An arbitrator shall give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the Parties and upon any employee or employees affected by it.

#### Board of Arbitration

L28.08 When either Party requests, a grievance may be submitted to a board of arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the arbitration board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to

agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to refer the grievance to a single arbitrator.

#### Powers of the Board of Arbitration

L28.09 An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the Labour Relations Act and, in addition, has the power:

- a) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion it considers it proper to do so;
- b) to grant such interim orders, including interim relief, as the arbitrator or arbitration board considers proper, including interim reinstatement; and,
- c) to enforce a written settlement of a grievance.

#### Decision of the Board of Arbitration

L28.10 An arbitration board shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties.

#### Expenses of the Arbitrator or Board of Arbitration

L28.11 Both Parties agree to pay one-half (.5) of the fees and expenses of the single arbitrator or the one-half (.5) of the fees and expenses of the chair. Both parties agree to pay all of the fees and expenses of the Parties respective appointees and arbitration board.

#### Discharge Grievance

L28.12 Where a Teacher has received a termination notice, the Teacher may file a grievance at Step 2 within ten (10) school days of written notice of termination.

#### Policy Grievance

L28.13 The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

#### Attendance at Grievance Meetings

L28.14 A Teacher's attendance at a meeting at any stage of the grievance procedure including arbitration shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.

L28.15 At any step in this process, the Teacher can be represented by an official of the Union.

Time Restrictions

L28.16 Time restrictions may be extended if mutually agreed. Where the time restrictions or any agreed extensions have expired:

- a) The Local or Union as the case may be may proceed to the next step of the procedure if the Board exceeds the time allowed to act;
- b) The Board may consider the grievance abandoned if the Local, or Union exceeds the time allowed to act.

**SCHEDULE 'A'**

**Long Term Assignment Agreement  
Between  
"First Name" "Last Name" and  
The Near North District School Board**

The Board agrees to employ "First Name" "Last Name" as a Long Term Occasional Teacher, for the period of "Start Date" to "End Date", or the return of the teacher being replaced, subject to the terms of the collective agreement for Elementary Occasional Teachers between the Elementary Teachers' Federation of Ontario and the Near North District School Board.

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**"First Name" "Last Name"**

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**Board**

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**Signature**

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**Date**

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**Date**

**LETTER OF AGREEMENT**

**Between**

**NEAR NORTH DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board")

**-and-**

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**  
**NEAR NORTH ELEMENTARY OCCASIONAL TEACHERS**  
(hereinafter referred to as the "Union")

**OCCASIONAL TEACHER/BOARD RELATIONS COMMITTEE**

The Occasional Teacher/Board Relations Committee (OTBRC) shall be composed of two (2) Union Representatives and two (2) Board Representatives.

The mandate of the OTBRC shall be to discuss matters of mutual concern related to the workplace including, but not limited to: the organization and assignment of Occasional Teachers to schools; composition of the Occasional Teacher list; deployment practices; preferred lists; availability/shortage of work for Occasional Teachers, etc.

The parties to the OTBRC will meet at least three times during the school year. The meeting schedule for each school year will be established by October 1.

Dated in North Bay, Ontario the 14 day of November, 2016

FOR THE UNION

Dave Baylett  
SEAL

FOR THE BOARD

Ami Gras  
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LETTER OF UNDERSTANDING

Between

NEAR NORTH DISTRICT SCHOOL BOARD  
(hereinafter referred to as the "Board")

-and-

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
NEAR NORTH ELEMENTARY OCCASIONAL TEACHERS  
(hereinafter referred to as the "Union")

ACCESS TO THE BOARD'S PORTAL

WHEREAS, the parties discussed the issue of occasional teacher access to computers while in schools,

The parties agree that the Superintendent of Support Services or Designate will send a letter to the Board's Elementary Principals in September of each school year advising them that occasional teachers will be given access to school computers so that they can access the HR portal and other Board business. This will not be considered as personal use of Board equipment. It is further agreed that access will occur during non-instructional time.

A copy of this letter will be forwarded to the President of the Local each year.

Dated in North Bay, Ontario the 14 day of November 2016

FOR THE UNION

Dave Bartlett  
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FOR THE BOARD

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**LETTER OF INTENT**

**Between**

**NEAR NORTH DISTRICT SCHOOL BOARD**  
**(hereinafter referred to as the "Board")**

**-and-**

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**  
**NEAR NORTH ELEMENTARY OCCASIONAL TEACHERS**  
**(hereinafter referred to as the "Union")**

At the beginning of each school year prior to the first day of students, a letter signed by the Superintendent of Support Services or designate will be sent to all Principals with a copy to the President of the Bargaining Unit outlining the "In school information to be provided to the Occasional Teachers", as listed below.

The school shall provide for an Occasional Teacher arriving for an assignment the following in-school information:

- a timetable for the Occasional Teacher's assignment (including supervision periods)
- a schedule identifying period times
- a floor plan of the school
- the school Code of Behaviour and special classroom discipline procedures
- an up-to-date class list
- name(s) of high risk student(s) and any applicable special programme(s), medical information, allergies.
- name(s) of student(s) participating in special in-school support programmes with the time and place where they receive that support
- name(s) of student(s) transported by bus and/or taxi
- an up-to-date seating plan (where applicable)
- a general outline of classroom routines which includes washroom, attendance and entry and dismissal procedures; and
- fire drill and emergency procedures will be located within the classroom.

Dated at North Bay, Ontario, this 14 day of November, 2016.

**FOR THE UNION**

Dave Bantell  
Shay

**FOR THE BOARD**

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LETTER OF AGREEMENT

Between

NEAR NORTH DISTRICT SCHOOL BOARD  
(hereinafter referred to as the "Board")

-and-

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
NEAR NORTH ELEMENTARY OCCASIONAL TEACHERS  
(hereinafter referred to as the "Union")

OCCUPATIONAL HEALTH AND SAFETY ACT

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

Dated at North Bay, Ontario this 14 day of Nov, 2016

FOR THE UNION

DeveBartell  
L. Hall

FOR THE BOARD

mcigran  
M. Ross

LETTER OF UNDERSTANDING

Between

NEAR NORTH DISTRICT SCHOOL BOARD  
(hereinafter known as the "Board")

-and-

ELEMENTARY TEACHERS FEDERATION OF ONTARIO  
NEAR NORTH ELEMENTARY OCCASIONAL TEACHERS  
(hereinafter known as the "Union")

Re: Meaning of child/children in the collective agreement in the following clauses: L17.04.01, L17.07 and L17.03.02

The parties agree that the meaning of child in the aforementioned clauses relates solely to familial relationships irrespective of age of the child.

Dated this 24<sup>th</sup> of January, 2025.

For the Board

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For the Union

*Todd Rybnik*  

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LETTER OF UNDERSTANDING

Between

NEAR NORTH DISTRICT SCHOOL BOARD  
(hereinafter known as the "Board")

-and-

ELEMENTARY TEACHERS FEDERATION OF ONTARIO  
NEAR NORTH ELEMENTARY OCCASIONAL TEACHERS  
(hereinafter known as the "Union")

Re: End of Day Supervision and Safety

The parties agree to utilize the Occasional Teacher/Board Relations Committee during the term of the Collective Agreement starting in the 2024-2025 school year to discuss end of day supervision issues related to Daily Occasional teachers.

These discussions shall include, but not be limited to, best practices related to releasing students at the end of the school day.

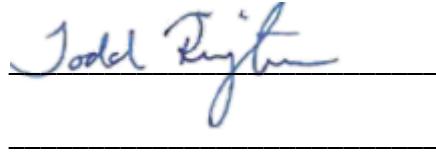
Dated this 24<sup>th</sup> of January, 2025.

For the Board

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For the Union



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LETTER OF AGREEMENT

Between

NEAR NORTH DISTRICT SCHOOL BOARD  
(hereinafter known as the "Board")

-and-

ELEMENTARY TEACHERS FEDERATION OF ONTARIO  
NEAR NORTH ELEMENTARY OCCASIONAL TEACHERS  
(hereinafter known as the "Union")

RE: Unfilled/uncovered Teacher absences

WHEREAS the parties acknowledge high levels of unfilled/uncovered teacher absences;

The parties agree as follows:

1. to the formation of a "working group" to investigate and identify the perceived causes of unfilled/uncovered teacher absences.
2. The working group will research perceived causes and potential solutions which may include but will not be limited to, FTE of daily assignment, call out system, preferred lists, and possible differentiation of solutions based upon geographic regions. The research components for numbers 1 and 2 will include, but not be limited to, a jointly developed anonymous survey for the members of this bargaining unit and school and system administration.
3. A 3<sup>rd</sup> party will facilitate at a minimum, the development of the survey questions, will conduct the anonymous survey, and will provide a confidential analysis and report to the working group. The work of the 3<sup>rd</sup> party will be funded by the board.
4. The working group will consist of three (3) members of the Board including the Manager of Human Resources and three (3) members of the Union including the local President. The Board will pay the release time for the local Union members to sit on this working group. The working group may mutually agree to include other individuals as needed.
5. The working group will meet no later than November 1<sup>st</sup>, 2024 to begin their work and shall meet a minimum of four (4) times with an anticipated end date no later than December 31, 2025. Parties may mutually agree to extend this timeline.
6. The working group may make recommendations to the Senior Administration of the Board no later than December 31, 2025. The recommendations are not binding. The discussions and recommendations of the working group are without prejudice and precedent to any positions the parties may take during collective bargaining. Where solutions are identified and determined by the Parties to be viable, a formal Memorandum of Agreement may be signed.

RE: Unfilled/uncovered Teacher absences (cont'd)

Dated this 24<sup>th</sup> of January, 2025.

For the Board

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For the Union

Todd Rytter

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SIGNATURE PAGE

Dated this 24th day of January, 2025

For the Board	For ETFO NNOT
Superintendent of Business	Bargaining Unit President
Collective Bargaining Committee Member	Chief Negotiator (Local)
	
Collective Bargaining Committee Member	Chief Negotiator (ETFO Provincial)
	
	Deputy General Secretary (ETFO Provincial)