

SUPERIOR GREENSTONE DISTRICT SCHOOL BOARD

And

ELEMENTARY OCCASIONAL TEACHERS

Of Superior Greenstone ETFO Occasional Teacher Local

2019-2022 Collective Agreement

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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

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 *Labour Relations Act, 1987*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022 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 *Labour Relations Act, 1987*, 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 [redacted], as amended notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the [redacted]. For greater clarity:

b) Notice to commence bargaining shall be given by a central party:

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- 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

- 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 include in a historical appendix LOA #6 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 ("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,

reversed for that year beginning in the month that the Plan enhancement was made, and ETFO shall no longer be eligible for a payment under d) for the duration of the term of the collective agreement.

- iii. Should these Plan enhancements be reversed, funding shall be reinstated at the levels outlined in c) beginning

- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the ETFO Teachers' Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the Employer contributions for the ETFO Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.

c) In the case of a dispute regarding the FTE used to determine

agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

C5.8

an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days

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

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 Com1 0 .9qOMMIq00912Tle 0 61

- 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 _____ as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the _____, _____, as amended

- 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 _____, 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 _____, 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 B

accordance with the _____, as amended, before SEB is payable.

- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the Teacher in accordance with the 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,

- 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: Online Reporting Tool for Violent Incidents

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

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

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #3 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

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

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

LETTER OF AGREEMENT #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: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

- Roadmap Resource

- Online Incident Reporting Software

- Notification of Potential Risk of Injury Forms

- Prevention and De-escalation of Violence

- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for

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, 2022. 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 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
, as amended

Issues:

Student Supervision
Central Issues as they affect Occasional Teacher Workload
Formula for Daily Rate
Staffing Levels (except as otherwise noted in this agreement)
Teaching Principals and Vice-Principals

Return to the Teacher Bargaining Unit
Preparation Time (excluding scheduling)

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: Class Size Data

For the school years 2020-21 and 2021-22, the Ministry of Education will provide the Parties with the data related to class size for the October and March count dates, when it becomes available. School Boards shall provide to each local a copy of the class size data as submitted to the Ministry of Education as of the September count date in each school year.

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 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 are necessary to meet the unique needs of individual learners.

Therefore, a provincial committee, with representatives comprised of:

This committee shall meet within thirty (30) days from the date of ratification of the central agreement.

The work of the committee shall be completed by January 30, 2021 and the recommendations of best practices shall be shared with:

Directors of Education;
ETFO and ETFO locals; and
the Minister of Education

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.

Historical Appendix of Central Terms – For Reference Only

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

The employee representatives, the Employer representatives, and the Crown, shall es0 g0 0 1Tm 16.02 Tf1 0 0 1 270.26 475.42 Tm0 g0 G[(The)3(Crown)]

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

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

1.0.0 PRINCIPLES

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

Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.

3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

October 31st and March 31st of each year. Each

4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.

upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers' and employees' premium share.

- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

- 4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the Parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

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

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

5.2.0 Board of Trustees' Responsibilities

5.2.1 The Board of Trustees will be responsible for the operational and financial

information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board

APPENDIX A – HRIS File

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

- a) complete and accurate enrollment files for all members, member spouses and eligible dependents, including:
 - i. names
 - ii. benefit classes
 - iii. plan or billing division
 - iv. location
 - v. identifier
 - vi. date of hire
 - vii. date of birth
 - viii. gender
 - ix. default coverage (single/couple/family)
- b) estimated return to work dates
- c) benefit claims history as required by the Trustees
- d) list of approved pre-authorizations and pre-determinations
- e) list of approved claim exceptions
- f) list of large amount claims based on the information requirements

- g) list of all individuals currently covered for life benefits under the waiver premium provision
- h) member life benefit coverage information

ETFO OCCASIONAL TEACHERS – PART B: LOCAL TERMS

ARTICLE 1.0 PURPOSE

1.01 It is the purpose and intent of the parties to maintain harmonious relationships between the Board and each Occasional Teacher in the bargaining unit. It is the desire of the parties to set forth in this Agreement terms and conditions of the employment and to provide for the equitable settlement of all matters in dispute which may arise between the parties

ARTICLE 2.0 DEFINITIONS

- 2.01 Bargaining Unit: means every Part X.1 teacher who is an Occasional Teacher and who is on the Board's roster of Occasional Teachers who may be assigned to an elementary school.
- 2.02 Bargaining Agent: means the Elementary Teachers' Federation of Ontario.
- 2.03 Board: means the Superior Greenstone District School Board.
- 2.04 Occasional Teacher: means an "Occasional Teacher" as defined in Section 1.1 of the Education Act, R.S.O. 1990 Chap. E2 as amended [1997,c.31 s1(4)] employed by the Board to teach.
- 2.05 Daily Occasional Teacher: means an Occasional Teacher who is not a Long Term Occasional Teacher.

- 2.06 Long Term Occasional Teacher: means a teacher who is required to teach for a period of ten (10) or more consecutive days as a substitute for the same teacher.
- 2.07 Probationary Occasional Teacher: means an Occasional Teacher

- 3.02 An Occasional Teacher is required to be a member in good standing with and holds a valid Certification of Qualification from the College of Teachers.
- 3.03 This Agreement is binding upon the Board and ETFO and upon the Occasional Teachers who may be assigned to an elementary school operated by the Board.
- 3.04 The Board recognizes the right of the ETFO to appoint the Bargaining Unit's Collective Bargaining Committee as the bargaining agent authorized to negotiate on behalf of the ETFO.
- 3.05 The Board recognizes the right of the Bargaining Unit to authorize the ETFO or any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.06 The ETFO recognizes the right of the Board to authorize any other advisor, agent, counsel solicitor or duly authorized representatives to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.07 The Board shall permit the Union to inspect and make copies of minutes, at their expense. The Board shall also permit the Union to inspect and make copies of the Board's minutes, at their expense.

ARTICLE 4.0 MANAGEMENT FUNCTIONS

4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.

4.02 All rights not expressly granted to Occasional Teachers hereunder are reserved to the Board. The Board shall retain all other rights, privileges, and discretions here before vested in it. It is

Board, from time to time, of the amount of such dues and assessments.

6.02 The payment shall be accompanied by dues submission list showing the names, addresses, wages earned, dues and assessments deducted, and the number of days worked by each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information, the Board shall, where available. Provide the information in an electronic form. A copy of this information shall be sent to the Occasional Teachers' Local President within 30 days of dues being deducted.

ARTICLE 7.0 WAGES

7.01 The Board shall pay rates of remuneration in accordance with the following:

a) Daily Occasional Teacher

An Occasional Teacher employer as a Casual Occasional Teacher who is certified to teach in the elementary schools in Ontario according to the Ontario Statutes shall be paid a per diem rate which includes four percent (4%) vacation pay calculated as follows:

Effective August 31st, 2012, 95.713% of 1/194th of Category A1 Minimum Salary of the salary grid set forth in the Board's most recent collective agreement for elementary teachers as it may be amended from time to time.

The rate of pay which shall include four percent vacation pay will be as follows:

Effective September 1st, 2019 the rate of pay if \$254.35

Effective September 1st, 2020 the rate of pay if \$256.90

Effective September 1st, 2021 the rate of pay if \$259.47

In the event that the regular elementary teachers' collective agreement grid is adjusted upward in the future to achieve parity with the regular secondary teachers in the Category A1 Yr. 0 grid cell, the calculation of daily rate will be adjusted from 95.713% of 1/194th of Category A1 Yr. 0.

b) Long Term Occasional Teacher

A Long Term Occasional Teacher shall be paid a per diem rate equivalent to that of a teacher on the salary grid in the Elementary Teachers' Collective Agreement have the same qualifications and experience effective on the tenth (10th) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The rate shall include four percent (4%) Vacation Pay and shall continue to be paid until the expiration of the assignment.

c) Under extenuating circumstances, a Long Term Occasional Teacher may miss one of the ten (10) consecutive teaching days without pay and penalty upon permission of the

principal for appointments booked prior to commencement of the assignment.

- d) If an Occasional teacher is reassigned by the Board into a new assignment from an assignment that lasts ten (10)

- iii) 0.1 teaching experience for each 38 days of daily occasional teaching experience;
- iv) Teaching experience as a continuing education teacher shall be recognized such that each five (5)

ARTICLE 8.0 METHOD OF PAYMENT WAGES

8.01 Subject to subsection 8.02, Occasional Teachers shall be paid by direct deposit as follows:

<u>PAY DATE</u>		<u>PERIOD WORKED</u>	
September	30	September	1 – 15
October	15	September	16 – 30
October	31	October	1 – 15
November	15	October	16 – 31
November	30	November	1 – 15
December	15	November	16 - 30
January	15	December	1 – 31
January	31	January	1 – 15
February	15	January	16 - 31
February	28	February	1 – 15
March	15	February	16 – 28
March	31	March	1 – 15
April	15	March	16 – 31
April	30	April	1 – 15
May	15	April	16 – 30
May	31	May	1 – 15
June	15	May	16 – 31
June	30	June	1 – 15
July	15	June	

- 8.02 Long Term Occasional Teachers who are required to teach for a period of forty (40) or more consecutive teaching days as a substitute for the same teacher shall be paid in accordance with Article 11.01 (Method of Payment of Salary) of the Elementary Teachers' Collective Agreement.
- 8.03 Each Occasional Teacher shall provide to the Board the name of the bank or trust company and the account number to which payment will be made by means of a direct deposit.
- 8.04 A statement of earnings indicating the number of days worked during the pay period shall be forwarded to the Occasional Teacher.

ARTICLE 9.0 OCCASIONAL TEACHER ROSTER

- 9.01 The Occasional Teacher Roster shall be broken down by elementary school and shall provide the following information for each Occasional Teacher: i) name, ii) permanent address, iii) e-mail address, vi) telephone number, v) subjects/divisions that the Occasional Teacher is qualified to teach, vi) preferred grade levels, and vii) availability.
- 9.02 The Board agrees to amend from time to time the composition of the Occasional Teacher Roster so that it reflects those actively seeking occasional teaching assignments.
- 9.03 The Board shall publish and provide the current Occasional Teacher Roster, including names, permanent addresses, e-mail addresses where available and schools requested to the Union Local President upon request.

- 9.04 Occasional Teachers shall notify the Human Resources Department of the Board as soon as Practicable, in writing, of any changes of permanent address, e-mail address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 9.05 Incumbents on the Occasional Teacher Roster shall advise the Manager of Human Resources if they wish to be excluded from the Occasional Teacher Roster or of any changes to the schools in which they are available to teach.
- 9.06 An Occasional Teacher who is included on the list shall be available for assignment of shall provide reasonable grounds for refusing such assignment.
- 9.07 It shall be the responsibility of all Occasional Teachers to provide

A log book recording such assignments and all calls made to fill

- 10.05 For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as 8 hours worked.
- 10.06* Daily Occasional Teachers who travel a distance of more than seventy-five (75) km one way to their assignment will be reimbursed for accommodation costs incurred either

vii) safety and/or behaviour plans for students
viii) any instructions or information required to ensure the safety of students

b) The principal shall inform the Occasional Teacher of any health and safety information relevant to the assignment of the Occasional Teacher which is not covered in a) and which does not breach the privacy of any student or staff member.

ARTICLE 11.0 BENEFITS (See Part A, C6 and LOA #6)

11.01 Benefit eligibility in accordance with this Article shall be granted only to Long Term Occasional Teachers who are required to teach for a period of forty (40) or more consecutive teaching days as substitute for the same teacher.

11.02 If the assignment is known in advance to exceed forty (40) consecutive days, benefit entitlement for Long Term Occasional Teachers will commence at the outset of the assignment.

11.03 If the assignment is not known to exceed forty (40) consecutive teaching days at the assignment, benefit entitlement for Long Term Occasional Teachers will commence of the forty-first (41st) day or as it becomes

known that the assignment will exceed forty (40) consecutive teaching days.

- 11.04 Long Term Occasional Teachers with benefit eligibility shall be entitled to participate in the Medical Insurance and Dental Benefit plans as set out in Sub-clauses 5 and 6 of Article 25.07 (a) of the Elementary Teachers' Collective Agreement. The Board shall contribute one-hundred percent (100%) towards the premium cost of these benefits.

ARTICLE 12.0 LEAVES OF ABSENCE

- 12.01 Entitlement to Leaves of Absence in accordance with this Article shall be granted only to Long Term Occasional Teachers who are required to teach for a period of three (3) or more consecutive months as substitute for the same teacher, except for sick leave which shall accrue in accordance with Part A, C 7.
- 12.02 (a) Long Term Occasional Teachers accumulate sick leave credits and STLDP as set out in Part A C7.

At the end of the long term occasional teaching assignment, any outstanding sick leave credits will be carried forward as top top days where the Long Term Occasional Teacher secures a permanent teaching position in the same assignment with no break in service.

- (b) Sick leave credits accumulated by a Long Term Occasional Teacher shall be reduced by one (1) full-

time equivalent day for each one (1) full-time equivalent day of absence due to illness or injury during the long term occasional teaching assignment. A Long Term Occasional Teacher shall, when required by the Board, produce evidence of injury or illness

within the Long Term Occasional assignment. For greater clarity, if the Long Term Occasional assignment ends before the Teacher is able to use such day, any such remaining bereavement days under 12.03(a) shall be forfeited.

12.04 Personal Leave Day

Each Long Term Occasional Teacher who is required to teach for a period of three (3) or more consecutive months as substitute for the same teacher shall be allowed one (1) personal leave day per each 3-month period of the long term teaching assignment to a maximum of three (3) days per year. The day is to be taken with the approval of the Principal.

12.05 Medical Quarantine

Absence without loss of salary, sick leave credits, benefits or experience shall be granted a long term occasional teacher for a period of quarant 792 n.02 4 129.36 1reah dec sied b erie al Qu4ra

- a) Under adverse weather conditions a Long Term Occasional Teacher shall make an individual decision on the matter of whether it is safe to travel to work. A Long Term Occasional Teacher who is unable to reach his/her school may, instead, travel to the nearest elementary school and perform the duties assigned by the Principal of that school.

- b) If a daily Occasional Teacher makes an individual decision to travel to work and they are unable to make it to any school, the occasional teacher absence shall not be considered a break in consecutive days as

clarification, this clause does not preclude an occasional teacher from exercising their entitlements outlined in Articles 12.07 a) and c).

- b) Where a Daily Occasional Teacher is prevented from traveling from his/her principal residence to his/her

ARTICLE 14.0

- 15.05 All Occasional Teachers on the Occasional Teacher Roster shall have the right to attend one (1) paid Professional Activity Day per year on such day as identified by the Board.
- 15.06 In the event that a Long Term Occasional Teacher's assignment terminated within five (5) school days before a scheduled Professional Activity Day, he or she shall be entitled to attend and be paid for the Professional Activity Day.
- 15.07 An Occasional Teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay and the request shall be granted, subject to the availability of space.
- 15.08
- a) Each Long Term Occasional Teacher shall receive a minimum of 0.5 release from their instructional day to travel to professional development activities that require travel in excess of 400 kms round trip. Overnight accommodations and meal expenses will be provided by the Board for Long Term Occasional Teachers who are required to travel in excess of 400 kms round trip for professional development.
 - b) Between November 1st and March 31st, each Long Term Occasional Teacher shall receive a minimum of 0.5 release from their instructional day to travel to professional development activities that require travel in excess of 300 kms round trip. Overnight accommodations and meal expenses will be provided

by the Board for Long Term Occasional Teachers who are required to travel in excess of 300 kms round trip for professional development.

15.09 For the purpose of professional development or any other travel a long term occasional teacher shall receive reimbursement for travel expenses as per Board Policy 307.

15.10 Long Term Occasional Teachers may make a request to their principal/vice-principal for permission to report to any elementary school on those PD days assigned for the writing of report cards. All such requests must be made 30 days prior to the PD days. Once approved by the Principal/vice-principal, it is the Long Term Occasional Teacher's responsibility to make all of the necessary arrangements to ensure that he/she is able to work from the alternate location. All costs incurred as a result of working from alternate location will be borne by the Long Term Occasional Teacher.

ARTICLE 16.0 HEALTH AND SAFETY

16.01 Health and Safety shall be governed by the applicable provisions of the .

16.02 Training required by the Occupational Health and Safety Act shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the bargaining unit shall participate in the Joint Health and Safety Committee.

ARTICLE 17.0 MEDICAL PROCEDURES

17.01 No Occasional Teacher shall be required to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well being of the pupil or subject of the Occasional Teacher to risk of injury or liability for negligence. An Occasional Teacher shall respond to a medical emergency involving pupil(s) in a responsible manner. No Occasional Teacher shall be required to physically examine pupils for pediculosis.

ARTICLE 18.0 DISCRIMINATION / HARASSMENT

18.01 The parties agree to comply with their obligations under the

ARTICLE 19.0 LONG TERM OCCASIONAL TEACHER CLASSROOM EVALUATION

19.01 All evaluations as defined in this Agreement shall be conducted in accordance with the Board's Long Term Occasional Teacher Evaluation Process.

19.02

- 19.03 The Board will endeavor to provide an evaluation under the Board's Long Term Occasional Teacher who is not on the Board's Long Term Occasional List.
- 19.04 a) Should a performance appraisal result in an unsatisfactory rating, the Principals or designate shall discuss the rating with the affected Occasional Teacher in the presence of the Union President or designate.
- b) Where any teacher evaluations has resulted in an unsatisfactory rating, the principal will meet with the teacher as soon as is reasonably practicable to develop the improvised plan. The teacher shall be advised of their entitlement to the attendance of the Local President or designate prior to the meeting.
- 19.05 No member of a teacher's bargaining unit shall be required or requested to evaluate an ETFO Occasional Teacher's competence.

ARTICLE 20.0 PERSONNEL FILES

- 20.01 All Occasional Teachers shall have access to their personnel files maintainW*1tisfactory rati009EiFaBT/taintain3 hav

- 20.03 An Occasional Teacher who believes that a document in his/her personnel file contains inaccuracies or errors may append to the document a notice setting out the Occasional Teacher's corrections. There the Board agrees with the Occasional Teacher that a document removed from the file.
- 20.04 Letters of discipline shall be removed from an Occasional Teacher's personnel file following the two years of active employment during which no further discipline was received by the Occasional Teacher.
- 20.05 The Board shall ensure that all medical information is stored in a secure location and in a confidential manner. The Occasional Teacher shall have access to their file upon request.

ARTICLE 21.0 DEMOTION AND DISMISSAL

- 21.01 No non-probationary Occasional Teacher shall be disciplined or discharged without just cause. The employment of probationary Occasional Teachers may be terminated for any reason provided that the Board does not act in bad faith.
- 21.02
- a) Occasional Teachers who may be subject to discipline or discharge will be notified of the incident which may give rise to the discipline or discharge within 5 working days of the incident coming to the attention of the Board.
 - b) If a teacher is subject to discipline or discharge within the timelines specified in 21.02 a), the Board shall

meet with the teacher as soon as is practical in the circumstances to provide the teacher with an opportunity to address the incident. The teacher shall be entitled to have union representation at any meeting with the principal and shall be advised of their entitlement prior to the meeting.

ARTICLE 22.0 JOB VACANCIES: ELEMENTARY TEACHING POSITIONS

22.01 All qualified Occasional Teacher applicants to Board-advertised teaching positions in its elementary schools shall be considered.

22.02 The Board agrees to post internal notices of vacancies in Long Term occasional positions known from the outset to be in excess of one month which occur during the school year. Such posting shall be for five (5) days and a copy shall be provided to the Bargaining Unit President.

22.03 No Occasional Teacher shall be required to pay a fee to the Board in order to apply for an assignment.

ARTICLE 23.0 GRIEVANCE /ARBITRATION PROCEDURE

23.01 Definition:

- a) A "grievance" shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, between

the Occasional Teacher, group of Occasional Teachers or the Union and the Board.

- b) A "party" shall be defined as :
 - i) The Union;
 - ii) the Board.
- c) "Days" shall mean school days unless otherwise

the grievor(s) and/or the Union as the case may be and shall deliver the same simultaneously to the Principal within twenty (20) days from the time of the occurrence of the circumstances given rise to the grievance or when the Occasional Teacher ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.

- b) The Principal or designate, shall meet with the grievor(s) and the representative(s) within ten (10) days from the receipt of the grievance. The Principal or designate shall forward the written decision to the Union within five (5) days of such meeting.

Step 2

- a) Failing settlement at Step 1, the grievor(s) and/or the Union shall submit the grievance, in writing, to the Director or designate within five (5) days of receiving the decision at Step 1.
- b) The Director or designate shall meet with the grievor(s) and the Union representative(s) within ten (10) days from the receipt of the grievance. The Director or designate shall forward a written decision to the Union within five (5) days of such meeting.

Step 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) working days of receipt of the response as follows:

- a) Arbitration: When both parties agree, a grievance may be submitted to a single arbitrator. Notification shall be provided in writing to the other party indicating the name of the arbitrator. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour Ontario upon the request of either party.
- b) Decision of the Arbitrator: An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon any Occasional Teacher(s) affected by it.
- c) Board of Arbitration: When either party requests that a grievance be submitted to a Board of Arbitration, the request shall be conveyed in writing to the other party indicating the name of an appointee to the Arbitration Board. The recipient of the notice shall within five (5) working 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 appointed as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

- d) Decision of the Board of Arbitration: An Arbitration Board shall give a decision within thirty (30) calendar days, or as soon as possible 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.
- e) Powers of the Board of Arbitration: An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the
- f) Expenses of the Arbitration or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the Chair of the Arbitration Board.
- g) Policy Grievance: 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 not be filed where the subject matter of the grievance could have been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to the Union or the Director of Education and must be filed within twenty (20) days of

the occurrence of the circumstances giving rise to the grievance of when the Union of the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.

h) Grievance Mediation:

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

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

i) Other:

a) All time limits herein for the grievance and arbitration procedure are mandatory and may be extended only upon written consent of the parties.

meetings. Leave of absence granted under this section will not exceed in the aggregate, fifty (50) days during the school year.

- b) ETFO shall reimburse the Board for any replacement costs (occasional teachers' salary and benefits, CPP, EI, EHT, WSIB) incurred by the Board in granting the leaves.

ARTICLE 25.0 DURATION AND RENEWAL

25.01 The parties shall meet within fifteen (15) days from the giving of this notice to commence negotiations for the renewal of this Agreement.

25.02

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

Occasional Teacher Handbook

To assist Occasional teachers in their assigned duties the Board agrees to encourage each Principal to develop an Occasional Teacher's handbook for each school.

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

Safe and Healthy Environment

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.

LETTER OF UNDERSTANDING

-between-

The Superior-Greenstone District School Board

-and-

The Elementary Teachers' Federation of Ontario

Accommodation Plan

a) The Board, the Union and the teacher will meet and work cooperatively when developing a Workplace $\text{p}0\text{g}7\text{mod}0 \text{g}0 \text{G}[(\)] \text{TJETQq}0.0000091$.

LETTER OF AGREEMENT

BETWEEN

The Superior Greenstone District School Board

AND

ETFO SUPERIOR GREENSTONE OT LOCAL

RE: Attendance Support, Ability Management, Health and Wellness
Program(s)

The Board shall consult and consider input from the Local regarding the implementation and any revisions thereafter of an Attendance Support, Ability Management, Health and Wellness Program.

The Board shall inform teachers of their right to union representation at all meetings related to Attendance Support, Ability Management and Health and Wellness.

ELEMENTARY OCCASIONAL TEACHERS

Of Superior Greenstone ETFO Occasional Teacher Local

2017-2021 Daily Occasional Rates

ETFO Occasional Teacher Rates

Effective February 3, 2017	242.02
Effective September 1, 2017	245.64
Effective September 1, 2018	248.10
Effective February 1, 2019	250.58
Effective August 31, 2019	251.84
Effective September 1, 2019	254.35
Effective September 1, 2020	256.90
Effective September 1, 2021	259.47