

**COLLECTIVE AGREEMENT**

**between**

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**

**representing**

**THE LOCAL E.T.F.O.  
OCCASIONAL TEACHERS EMPLOYED  
IN THE ELEMENTARY PANEL**

**(hereinafter called the "Union")**

**and**

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD**

**(hereinafter called the "Employer")**

**Effective from**

**September 1, 2019**

**to**

**August 31, 2022**



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## **PART A – CENTRAL TERMS**

## **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 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 *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 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, 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 c) and d) shall be subject to the following conditions:
  - i. No enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement that exceeds 1% of total benefits costs. For clarity, the total value of all Plan enhancements made up to August 31, 2022 shall not exceed 1% of the annual ETFO Teachers’ Benefits Plan costs for the year in which the enhancement is made. The ETFO ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases at the ELHT’s expense, should the parties request it.

- ii. Should Plan enhancements of greater than 1% of total benefits costs be made, funding outlined in c) shall be 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 in the month that the plan enhancement was reversed. However, the eligibility for a payment under d) shall not be reinstated.
- b) Funding amounts for benefits maintenance or improvements:
- i. September 1, 2019: 1%
  - ii. September 1, 2020: 1%
  - iii. September 1, 2021: 1%
- c) In addition to b) funding amounts for inflation:
- i. September 1, 2019: 3%
  - ii. September 1, 2020: 3%
  - iii. September 1, 2021: 3%
- d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:
- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.
  - 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.
  - iii. The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.

#### **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 Trust 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.

#### **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.

Additionally, 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 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**

### **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

### **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 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, 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 *School Boards Collective Bargaining Act, 2014*, 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:

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

shall meet to identify and share best practices with respect to supporting students with special needs. This work will focus specifically on the integration process and instances where integration has been successful.

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 establish an ETFO Employee Life and Health Trust (ELHT), (hereinafter, the “Trust”), to provide benefits to Teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) (“ITA”). School Board benefit plans, herein referred to as the ‘benefit plans’ can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the “ELHT Requirements”).

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

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

## **1.0.0 PRINCIPLES**

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

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

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

- 2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

### **3.0.0 ELIGIBILITY and COVERAGE**

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

## **4.0.0 FUNDING**

### **4.1.0 Negotiated Funding Amount, Board Contributions**

4.1.1 Each Board shall pay an amount equal to 1/12<sup>th</sup> of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.

4.1.2 Upon the Board's participation date:

- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily Occasional Teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
- ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:

- i) there is an in-year deficit,
- ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
- iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,

then the in-year deficit in i) would be paid by the Board associated with the deficit.

- 4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily Occasional Teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily Occasional Teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for Occasional Teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
  - ii. All Long Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for Teachers in Long Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.
- 4.1.5 The Trust shall determine employee co-pay, if any.
- 4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current Employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

## **4.2.0 Start-up Costs**

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

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

4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

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

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

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

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

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

## **5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY**

### **5.1.0 Shared Services**

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

5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will



be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.

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

## **5.2.0 Board of Trustees' Responsibilities**

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

- a) Validation of the sustainability of the respective Plan Design;
- b) Establishing member contribution or premium requirements, and member deductibles;
- c) Identifying efficiencies that can be achieved;
- d) Adopting an Investment Policy; and
- e) Adopting a Funding Policy.

- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b) Fund claims stabilization or other reserves;
- c) Improve plan design;
- d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e) Reduce member premium share.

- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a) Use of existing claims stabilization funds;
- b) Increased member share premium;
- c) Change plan design;
- d) Cost containment tools;
- e) Reduced plan eligibility; and
- f) Cessation of benefits, other than life insurance benefits.

- 5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.

- 5.2.5 The Trust shall provide "trustee liability insurance" for all Trustees.

### **5.3.0 Accountability**

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

### **6.0.0 TRANSITION COMMITTEE**

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

### **7.0.0 PAYMENTS**

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

### **8.0.0 ENROLMENT**

- 8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new Teachers/members within a reasonable amount of time from their acceptance of employment.
- 8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

8.4.0 The benefit administration for all leaves, including Long Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

8.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

### **9.0.0 ERRORS and OMISSIONS**

9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.

9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board office during regular business hours upon 30 days written notice.

### **10.0.0 CLAIMS SUPPORT**

10.1.0 Each Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

10.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

### **11.0.0 PRIVACY**

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

## **APPENDIX A – HRIS FILE**

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

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

## **PART B – LOCAL TERMS**

**ARTICLE L1 PURPOSE**

L1.01 It is the purpose and intent of the Parties to set forth in this Collective Agreement fair and reasonable terms and conditions of employment and to provide for the prompt and equitable disposition of grievances. This Collective Agreement represents the entire negotiated Collective Agreement between the Parties.

**ARTICLE L2 SCOPE AND RECOGNITION**

L2.01 The Employer recognizes the Union as the exclusive bargaining agent for every Occasional Teacher who is on the Employer's roster of Occasional Teachers who may be assigned to an elementary school.

L2.02 The Union will inform the Employer from time to time of who is authorized to act on behalf of the Union.

**ARTICLE L3 DEFINITIONS**

L3.01 "Available" shall mean an instructional day on which the OT is not booked unavailable in the Teacher Dispatch System.

L3.02 "Local" shall mean the Elementary Teachers' Federation of Ontario, Kawartha Pine Ridge Occasional Teacher Local.

L3.03 "Long Term Occasional" or "LTO" shall mean an assignment of ten (10) or more consecutive days in duration for the same teacher.

L3.04 "Occasional Teacher" or "OT" shall mean an "Occasional Teacher" as defined in the Education Act.

L3.05 "Occasional Teacher List" means a list of all teachers who are members in good standing with the Ontario College of Teachers and have been accepted by the board to teach as Occasional Teachers in the Elementary Panel.

L3.06 "Short Term Assignment" shall mean a casual assignment of one (1) to nine (9) days in duration for the same teacher.

L3.07 "Teaching Days" shall mean Instructional Days and Professional Activity Days for which Occasional Teachers are required to attend in the elementary panel.

L3.08 "Teacher Dispatch System" shall refer to the Board's Substitute Employee Management System.

L3.09 "Teachers" shall mean any Permanent and/or Occasional Teachers employed by the Employer in its Elementary Panel.

L3.10 "Union" shall mean the Elementary Teachers' Federation of Ontario.

#### **ARTICLE L4 UNION REPRESENTATION**

L4.01 The Union shall notify the Employer in writing of the names of persons elected to office in the union and of persons authorized by the Union to represent OTs on behalf of the Union.

L4.02 The Employer shall provide to the Union bulletin board space in each elementary school for the posting of notices which may be of interest to OTs.

#### **L4.03 Statistics**

Upon written request submitted at least ten (10) working days in advance, the Employer shall provide the Union with data relevant to the negotiations and administration of this Collective Agreement. With regard to any information provided to the Union concerning its members, either individually or collectively, the Union shall save the employer harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The Union agrees to maintain all information as confidential information to be used with discretion and solely for the purpose of representing its members.

#### **L4.04 Federation Data**

The Board shall furnish the Local Union President at least monthly or when new OTs are hired, the following information about all OTs:

- a) Full name
- b) Employee number
- c) Board email address
- d) OCT number
- e) Seniority date
- f) LTO list status
- g) Status on other OT lists
- h) Permanent FTE if applicable
- i) Leave status if applicable
- j) LTO status (FTE and known dates)
- k) Local dues deducted by the employer and remitted to the Local

The Employer will communicate with the OTBU President if this request cannot be met for some unforeseen circumstance.

L4.05 The Employer shall furnish to the Union on or about September 30th and on or about January 31st of each school year a List of OTs who are available for occasional teaching assignments in elementary schools. The list shall provide the following information for each OT; full name, telephone number, address, subjects/divisions/grades that the OT is qualified to teach, number of days or specific days of the week the OT is available to work and specific schools where the OT has been assigned.

#### **ARTICLE L5 UNION DUES AND ASSESSMENTS**

L5.01 The Employer shall deduct for every pay period for which an OT receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary, Elementary Teachers' Federation of Ontario, 136 Isabella Street, Toronto ON M4Y 0B5, within thirty (30) days of the dues being deducted. The Union shall inform the Employer from time to time, of the amount of such dues and assessments.

L5.02 Upon the direction of the Local Federation Executive, the Employer agrees to deduct the appropriate levy from OTs and submit it to the Local Federation. The Union agrees to provide sixty (60) calendar days notice to the Employer, but such levy will not apply retroactively.

L5.03 The Union shall indemnify and hold the Employer harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union.

L5.04 The Employer shall provide the Union, by September 15, each year, a letter stating the total number of days of elementary OT and LTO teaching days for the previous school year.

L5.05 The Income Tax Slips (T4), provided each year by the Employer, shall indicate the amount of dues paid by each OT during the previous year.

#### **ARTICLE L6 RIGHTS AND RESPONSIBILITIES**

L6.01 Save and except to the extent specifically modified or curtailed by any provisions(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer and the Union agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations governing in the Province of Ontario.



L6.02      **Obligation**

The Employer agrees not to penalize or discriminate against any teacher for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.

L6.03      **Just Cause**

- a) No OT who has successfully completed their probationary period shall be discharged, demoted or disciplined except for just cause. Such cause shall be provided to the OT in writing within five (5) calendar days from the time the OT is informed of any such action.
- b) When a Principal or Supervisor calls an OT to a meeting which may result in discipline, the Principal or Supervisor shall inform the OT about the nature of the meeting. In addition, if no meeting has been called, the OT can request such a meeting and is entitled to Union representation at such meeting.
- c) An OT who is suspended pending the outcome of an investigation may be paid during the period of suspension. When it is determined by a Human Resource Services designate that remuneration will be provided for an OT not in an LTO, this payment shall be calculated based on the average amount of pay the OT has earned since the beginning of the current school year. Decisions made under this article are not subject to the grievance procedure.

L6.04      **Personnel File**

- a) An OT, upon written request, shall have access to that teacher's personnel file in the presence of a supervisory officer or designate. The OT shall have the right to obtain copies. The Employer will cover the cost of such copies. An OT shall have the right to place material in the teacher's personnel file in response to any adverse materials.
- b) All documents of a disciplinary nature shall be contained in the teacher's personnel file in Human Resources. Letters of expectation will not be placed in the employee's personnel file.
- c) Documents of a disciplinary nature contained in the teacher's personnel file shall be removed upon the request of the OT after two (2) years, provided the OT remains discipline-free during that time. Notwithstanding the foregoing, disciplinary materials pertaining to physical or sexual misconduct, affecting the safety of students and/or staff shall remain in the personnel file.

**L6.05 Copies of Collective Agreement**

The Collective Agreement will be made available to all staff through the Employer's internal and external websites. A paper copy of the collective agreement will be made available in each school.

L6.06 The Employer shall provide to any newly hired OTs an information package to be supplied by the Union.

**ARTICLE L7 OCCASIONAL TEACHERS**

L7.01 The Employer will maintain the Occasional Teacher List, acknowledging both the Employer's requirement to staff schools and the Union's need to maximize work for OTs. Both the Employer and the Union agree to jointly monitor the List. The Board will identify OTs as being either in Group A or Group B for the sole purpose of maintaining a capped Occasional Teacher List.

- a) Group A will represent OTs who have no restrictions on the number of days available to work. There will be a maximum of four hundred (400) OTs in this group.
- b) Group B will represent OTs who are on a long term assignment, approved leave of absence, employed in another bargaining unit of the Employer, or retired on a pension pursuant to the Ontario Teachers' Pension Plan with statutory restrictions on the number of days worked as an OT.

If the Human Resource Services Designate determines that the number of OTs does not meet the needs of the system, additional OTs may be added to the List following consultation with the Local President.

**L7.02 Occasional Teacher Availability**

It is an expectation of the Employer that an OT will be available to work most Teaching days. Nevertheless, circumstances occur where an OT may not always be available to work for the Employer.

- a) An OT in Group A will only be eligible to make themselves unavailable for work in the Teacher Dispatch System for up to one hundred (100) days per school year, subject to iii) below.
  - i) A teacher who is unavailable for any period of time less than twenty (20) consecutive teaching days, including unavailability due to personal illness, is responsible for declaring themselves unavailable in the Teacher Dispatch System.

- ii) Periods of unavailability for more than twenty (20) consecutive Teaching Days will be considered a Leave of Absence and subject to approval in accordance with Article 17.01.
  - iii) An OT released on Federation leave will not be deemed unavailable on that day.
  - iv) An OT who accepts employment with the Employer will not be deemed unavailable on that day.
  - v) An OT on an approved Leave of Absence will not be deemed unavailable for the duration of the Leave. Notwithstanding, for an OT on an approved Leave of Absence to work for another school board, the number of unavailable days shall be prorated for the remainder of the school year.
  - vi) OTs shall include in their Teacher Dispatch Profile a minimum of ten (10) elementary schools.
- b) Notwithstanding, OTs on pension who are restricted by statute in relation to a maximum number of teaching days, shall not be required to declare their availability beyond the statutory limit.
  - c) No OTs name shall be removed from the List because of unavailability due to pregnancy, long term illness, or federation leave or other reason acceptable to the Human Resource Services designate.
  - d) Any OT who requests an absence of up to one year for study, in writing to Human Resource Services, shall be granted an inactive status. At the end of the inactive status period, the OT shall be expected to be available for assignment as per the Collective Agreement.

#### L7.03

#### **Removal From The List**

- a) An OTs name shall remain on the List from year to year until the OT requests removal in writing, unless removed by the Employer for one of the following reasons:
  - i) Just Cause
  - ii) Failure to maintain current Ontario College of Teachers membership and provide the Board with proof of such upon request.

- iii) Membership is revoked or suspended by the Ontario College of Teachers.
  - iv) Failure to work thirty (30) days within a school year, provided the OT is offered assignments that are within the OTs dispatch system profile. In the event that the teacher is on an approved leave of absence for a portion of the school year, the days worked requirement will be prorated.
  - v) Failure to comply on three (3) occasions with the 72 hour notification process for cancellation of a pre-determined daily assignment, pursuant to Article L12.08, following notification, on each occasion, by the Employer to the Employee and the Local President.
  - vi) Failure to notify the Board of unavailability of more than twenty (20) consecutive Teaching Days, pursuant to Article L17.01.
  - vii) Unavailability of more than one hundred (100) days per school year as per Article L7.02 a). This will not apply during a period of time when the OT was on an Employer approved leave.
- b) Removal from the List will be done in consultation with the Local President.
  - c) No OTs name shall be removed from the List because of unavailability due to pregnancy, long term illness, or Federation Leave, provided that the OT gives advance notice to the Human Resource Services designate. Such notice will be submitted in writing or by electronic copy and will include the duration of the unavailability.

#### L7.04

#### **Short Term Assignment Dispatch**

OTs will be dispatched primarily through the Teacher Dispatch System. A combination of preferred lists may be used for French, emergency, or unique classroom situations.

The Employer shall furnish to the Local President a list of all preferred lists in use on or before September 30<sup>th</sup> and January 31<sup>st</sup>.

- a) The Teacher Dispatch System will dispatch OTs based on their Profile, which includes qualifications, schools, classifications, and availability.
- b) All OTs holding a Certificate of Qualification in the division/subject discipline shall be called for a Short Term assignment before calling a person who does not hold that Certificate of Qualification.

- c) Notwithstanding a) and b) above, when an OT is working less than a full day and an absence occurs at the same school that fits within their current daily assignment, that assignment may be offered to that OT. The Employer will endeavour to distribute these assignments in a fair and equitable manner.

Records of calls made from the dispatch system to each OT will be logged and made available to the Union upon request.

**L7.05 Personal Information Updates**

- a) It is the responsibility of the OT to keep the Employer informed of the following additions or changes to:
  - i) name;
  - ii) address;
  - iii) telephone number;
  - iv) number of schools willing to teach, in accordance with L7.02 a) vi)
  - v) qualifications or subjects to teach;
  - vi) resignation or deletion from list;
  - vii) banking information required for Direct Deposit payment; and
  - viii) e-mail address
- b) The OT shall put any additions or changes in writing, addressed to Human Resource Services at ***elementary\_staffing@kprdsb.ca***.

L7.06 All Teachers must be in good standing with the Ontario College of Teachers with qualifications to teach at the elementary level. All OTs must submit proof of current membership/Certificate of Qualifications from the Ontario College of Teachers and other documentation as required by the Employer.

L7.07 An OT may be a member of more than one teachers' bargaining unit.

**ARTICLE L8 LONG TERM OCCASIONAL JOB VACANCIES**

L8.01 Information contained in postings for vacant teaching positions and LTO teaching positions will be recorded and available electronically in accordance with the Employer's recruitment practices. Each school with internet access will make available a computer for use by OTs.

L8.02 Where a known vacancy for an LTO position occurs, the Employer will post the vacancy electronically, using the Employer's established postings management system. A minimum of four (4) business days will be given for OTs to submit their applications.

L8.03 An OT who is currently teaching in a long term assignment that has not concluded by the commencement date of the assignment posted in

accordance with Article L8.02, shall not be eligible to apply for another long term position.

- L8.04 All qualified and eligible OT applicants shall be granted an interview. However, when more than three (3) OTs apply, principals may, from resumes, short-list to a minimum of three (3) candidates for interview purposes.
- L8.05 For pre-determined LTOs the Employer shall provide the LTO with a letter stating the commencement date of the assignment and the expected termination date. For LTOs with a known end date, if the assignment is terminated prior to the expected end date the Employer shall give the OT five (5) days' notice or five (5) days' pay in lieu of notice. Should the OT decide to resign from their LTO, they shall provide the Employer with five (5) days' notice.
- L8.06 Where an OT is called for an assignment, which then becomes an LTO, the OT shall be given consideration in the hiring for that particular assignment.
- L8.07 Any OT who is successful in obtaining a Spring/Summer posting which is greater than 0.8 FTE and which is expected to commence in the new school year, will not be eligible to apply for any subsequent LTO postings having a commencement date begins prior to the end of their Spring/Summer Posting.
- L8.08 Principals will endeavour to notify unsuccessful interviewees as soon as practicable.

## **ARTICLE L9 VACANCIES FOR PERMANENT ELEMENTARY TEACHING POSITIONS**

- L9.01 Before considering applications from external candidates the Employer will consider the written applications from OTs who:
- a) are currently on the Occasional Teacher List, and
  - b) hold the required qualifications for the position.

## **ARTICLE L10 PROBATIONARY PERIOD**

- L10.01 An OT who is accepted by the Employer to teach as an OT in its elementary schools shall be considered to be a Probationary OT for the first thirty (30) days worked as an OT. In the event of the discharge of a Probationary OT, the single Arbitrator or the Board of Arbitration shall apply a lesser standard than would apply to an OT who has completed the probationary period.

## ARTICLE L11 RATES OF PAY

L11.01 All salary rates set out in this article include vacation pay and statutory holiday pay to which OTs are entitled under applicable legislation.

### L11.02 **Short Term Assignment Rate**

The rate of pay shall be as follows (1/190.85 Cat A, Year 0 of the Permanent Teacher Collective Agreement):

<b>Effective Date:</b>	<b>Daily Rate</b>
September 1, 2019	\$239.67
September 1, 2020	\$242.07
September 1, 2021	\$244.49

### L11.03 **Long Term Occasional Assignment Rate**

A Teacher shall be placed on the current Elementary Teachers' Salary Scale (Appendix A) in accordance with the teacher's recognized teaching experience and category placement effective on the tenth (10th) consecutive day of teaching and retroactive to the first day the teacher began the long term assignment.

L11.04 The continuous employment of an LTO shall be deemed to be unbroken in the event of a Professional Activity Day, an emergency school closure or inclement weather. It will be considered a non-teaching day, and as such will not constitute a break in continuous teaching days for purposes of qualifying as an LTO.

### L11.05 **Additional Teaching Experience**

- a) LTO experience acquired prior to 01 September 2006 will be recognized for grid purposes.
- b) Effective 01 September 2006 experience credit for LTO and daily teaching experience with the Employer (acquired after 01 September 2006), shall be recognized such that twenty (20) full time equivalent days of accumulated experience shall equate one-tenth of a year of credit.
- c) Teachers who provide proof of permanent teaching experience with a Board of Education in Ontario or experience outside of Ontario, and who hold Ontario qualifications as defined by the Ontario College of Teachers shall receive recognition for the purpose of related experience.

L11.06 OTs shall be paid every two weeks by direct deposit into the bank, trust company or credit union account designated by the teacher, provided that the institution is capable of a 24 hour transfer to an OTs account.

L11.07 The statement of earning and deductions will be available to employees through the Employer's HR Online system only. Employees will then be able to print their own paper copy. Each school with internet access will make available a computer for use by an OT.

L11.08 **Employment Insurance**

For the purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

L11.09 Upon request, the Record of Employment certificates will be issued for OTs.

L11.10 **Category Definitions and Teacher Qualifications**

Teacher category placement on the Salary Grid shall be in accordance with the Qualification Evaluation Council of Ontario (QECO) Program Five.

L11.11 It shall be the responsibility of the OT to provide the Employer with a valid QECO Evaluation for initial category placement, and for any subsequent category placement(s); documents must be submitted prior to June 30<sup>th</sup> for retroactive adjustment to the first day of the first LTO of the current school year.

**ARTICLE L12 WORKING CONDITIONS**

L12.01 It is understood that an OT shall be offered an assignment of one-half (1/2) day, two-thirds (2/3) day or a full day.

L12.02 Each OT shall have available a daily lunch period of not less than forty (40) uninterrupted and consecutive minutes free from supervision, teaching, or other assigned duties.

L12.03 The timetable for an OT shall be the same as the timetable of the teacher who is being replaced, including scheduled preparation time and supervision. It is recognized that in the event of an emergency situation an OT may be directed to cover a class during their preparation time. For clarity, an emergency is not considered releasing a teacher for the purposes of preparation payback.

L12.04 On the first day of the short-term assignment, an OT shall not be required to perform before school supervision. The duty may be rescheduled during the day by administration.

L12.05 When an OT substitutes for a teacher who is receiving a travel allowance and travel time, the OT shall receive, in accordance with the Employer's procedure, reimbursement at the Employer's current per kilometer rate and the same travel time as provided for the teacher being replaced.



L12.06 The Employer shall not require any OT to 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 the OT to risk, injury or liability for negligence.

L12.07 **Professional Activity Day during Long Term Occasional Assignment**

a) When a Professional Activity Day falls at the beginning of the school year or within an LTO, the OT shall be paid for that day, provided they participate in the activities presented. The PA Day shall be considered as part of the current assignment. A PA Day shall not interrupt the continuity of an OT assignment.

b) If a teacher is working in an LTO for a full school year, those teachers would be offered a half day of pay on the last PA Day scheduled at the end of the school year as part of the assignment.

L12.08 When an OT accepts a pre-arranged daily assignment such assignment will not be cancelled by the OT within seventy-two (72) hours preceding the commencement of the assignment in order to accept a different daily assignment or accept an assignment in another school board jurisdiction unless agreed to by the Employer.

L12.09 **Report Cards**

a) When an LTO is completed prior to the required date for report cards to be submitted, the OT may be assigned to assist with the completion of these report cards.

b) On a case-by-case basis, and in consultation with Human Resource Services, a Principal may request that the departing OT complete the report cards, and if they accept they shall be paid up to a maximum of three (3) days at their LTO rate.

**ARTICLE L13 SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCY SCHOOL CLOSURE**

L13.01 In the event of the cancellation of any pre-arranged assignment, the Employer shall give a minimum of two (2) hours' notice. Should cancellation of a pre-arranged assignment occur without two (2) hours' notice, and the OT reports to work, then one-half (½) day of other teaching duties will be assigned for which the teacher will be paid.

L13.02 In the event of an early dismissal of school for emergency reasons the OT will be paid for the remainder of the assignment.

L13.03 An OT shall not be considered late for a short-term assignment as a result of late dispatch provided the OT arrives within a reasonable time of receiving such late request.

## ARTICLE L14 EVALUATION

- L14.01 An evaluation of an OT shall be made in writing and signed by the evaluator with a copy to the OT. Such evaluation shall be made only upon reasonable prior notice to the OT involved. A meeting shall be held to discuss the evaluation at the request of either party.
- L14.02 The OT shall be given an opportunity to initial or sign the evaluation and to make written comments if so desired. This opportunity shall occur before anyone other than the OT and the evaluator sees the evaluation. Initials or signature indicates only that the OT has read the evaluation.
- L14.03 An LTO whose assignment is longer than four (4) months may request an evaluation by a Principal. Such a request must be made by the OT no later than ten (10) days prior to the end of the LTO. Notwithstanding the above, an evaluation of an OT in an LTO can be completed at any time if mutually agreed upon between the Principal and the OT.
- L14.04 Administrators shall endeavour to complete classroom observations by May 31 of that school year.

## ARTICLE L15 BENEFITS

- L15.01 Eligibility for benefits are subject to the terms and conditions set out in the Central Agreement.
- L15.02 Effective the first day of the month following date of ratification, subject to eligibility requirements established by the carrier, any OT who has completed one (1) year of service with the employer may participate in the benefits package contained in the Elementary Teacher Collective Agreement limited to extended health, vision care, semi-private care and dental benefits, provided the OT pays 100% of the appropriate annual costs according to procedures determined by the Employer. The Employer reserves the right to establish a separate group for OTs with premiums determined on the basis of participants in the group.
- L15.03 **Employee Assistance Plan (EAP)**
- Where the Employer and the Union agree to share the cost of an Employee Assistance Plan (EAP), the cost will be shared on a 50/50 basis. Any changes to the current EAP arrangement may only be done by the mutual consent of the Employer and the Teachers. The contribution of each teacher will be to a maximum of \$20 annually, deducted at source.

## **ARTICLE L16 SICK LEAVE**

- L16.01 Please also see **Central Agreement C7.00** for further Sick Leave information.
- L16.02 An OT has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The Employer shall notify the OT of this right.

## **ARTICLE L17 LEAVES OF ABSENCE**

- L17.01 Subject to approval of the Human Resource Services designate, an OT may be granted a leave of absence from the OT List for a period of more than twenty (20) consecutive teaching days up to and including one (1) school year, provided that the OT has at least two (2) years of continuous employment as an elementary OT with this Employer. The OT must send in a request in writing or electronically in advance of the period of unavailability, including the duration of unavailability to Human Resource Services. Unless otherwise requested by the OT, the OTs name shall be returned to the list at the end of the leave.

Notwithstanding the above, subject to the approval of the Human Resource Services designate, an OT may be granted a one-time extension of up to one (1) year to their leave of absence.

- L17.02 Any OT who requests an absence of up to one year for study, in writing, to Human Resource Services, shall be granted an inactive status. At the end of the inactive status period, the OT shall be expected to be available for assignment as per the Collective Agreement.

## **ARTICLE L18 OTHER LEAVES OF ABSENCE FOR TEACHERS IN LONG TERM OCCASIONAL ASSIGNMENTS**

### **L18.01 Fifth Disease**

When a medically confirmed case of Fifth disease becomes known in a school, the Employer's protocol on Fiftths will be followed.

### **L18.02 Quarantine Leave**

Quarantine leave without loss of pay shall be granted to an LTO for a period of quarantine when declared by the Medical Officer of Health or designate.

### **L18.03 Jury or Witness Leave**

Leave without loss of pay shall be granted to an LTO to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the teacher is not a party or one of the persons charged, provided that the

teacher pays to the Employer any fee, exclusive of traveling and driving expenses, that the teacher receives as a juror or as a witness.

**L18.04 Personal Leave**

An LTO may be granted two (2) days leave of absence without pay during the term of the OTs assignment for the purpose of attending to personal needs. Arrangements for such leave shall be made with the Principal.

**L18.05 Bereavement Leave**

- a) Leave of absence without loss of pay shall be granted to an LTO to a maximum of three (3) working days in the case of the death of an immediate member of their family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse (includes both married and unmarried couples), mother, father, child, foster child, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchildren.
- b) Leave of absence without loss of pay shall be granted to an LTO to a maximum of one (1) working day to attend the funeral of an aunt, uncle, niece, nephew or cousin.
- c) At the discretion of the Human Resource Services designate, up to two (2) additional working days may be granted to meet the exigencies of distance and special circumstances.

**L18.06** Leave taken under this article shall not be considered a break in service.

**L18.07 Federation Leave**

- a) Upon application by the Local President, release time to a maximum of thirty (30) days per school year shall be granted for the purpose of releasing OTs in order to carry out Union business and
  - i) The released OT shall be credited with these days as days worked.
  - ii) The Union will reimburse the Employer for the full cost of the Occasional Teacher's salary and benefits, if applicable.
  - iii) The Union will provide WSIB coverage for such days. It is understood that a teacher released to carry out Union business is under the direction and control of the Union and as such teachers are not performing any duties or responsibilities related to their employment with the Employer.

- b) The Union shall notify the Employer of the names of members to receive such Federation Leave. Where possible, reasonable notice of such Leave will be provided.
- c) Notwithstanding a) above, the President may request additional release time for the purpose of releasing OTs to carry out Federation Business. Requests under this article shall be made no later than ten (10) working days prior to the date of the requested release, and the requests are subject to the approval of the Employer.

**L18.08 Workplace Safety and Insurance Benefits (WSIB) Top Up Benefits**

Where an occasional teacher in an long-term assignment is absent from work due to an approved work related illness or injury, the teacher will be paid the full amount of the teacher’s regular rate of pay, with no deduction from sick leave. These top-up amounts are to be made for a period not to exceed four years and six months. This language is included in the local agreement at the direction of the central parties and it shall not be subject of local bargaining or mid-term amendments by the local parties. Disputes arising in respect this article shall be subject to Section 43 of the School Boards Collective Bargaining Act, 2014.

**ARTICLE L19 PREGNANCY/PARENTAL LEAVE**

L19.01 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act which is subject to amendment from time to time. For further information please see **Central Agreement C11.2.**

**ARTICLE L20 GRIEVANCE PROCEDURES**

**L20.01 Definition**

- a) A “grievance” is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) “days” shall mean regular work days unless otherwise indicated.

L20.02 An OT shall have the right to have present a representative from the Union to assist the OT at any stage in this grievance procedure.

**L20.03 Procedure**

- a) Informal Stage

Any dispute to be recognized as a grievance must first be brought to the attention of the Principal or immediate Supervisor within twenty (20)

days of the time when the OT should reasonably be expected to be aware of the relevant facts. The grievor, with or without Union representation, shall discuss the matter with the Principal or immediate Supervisor in an attempt to resolve the matter informally. The Principal or immediate Supervisor shall give a decision in writing (with a copy to the Union) within ten (10) days of the date that the matter was brought to the Principal's or immediate Supervisor's attention.

b) Step One

If the decision of the Principal or immediate Supervisor is not acceptable to the OT, the OT may file a formal grievance, in writing, within ten (10) days of receipt of the decision from the Principal or immediate Supervisor to the Superintendent, Human Resource Services, or designate.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of the Local and the OT concerned.

The Human Resource Services designate shall reply in writing within ten (10) days of receipt of the grievance.

c) Step Two

If no settlement is reached at Step One, the Local may, within ten (10) days of receipt of the written reply of the Human Resource Services designate, refer the matter to Superintendent, Human Resource Services, or designate. The Employer shall meet with the ETFO's Grievance Committee within ten (10) days of receipt of the written request of ETFO to discuss and endeavour to solve the problem.

The Employer shall answer the grievance, in writing within ten (10) days of the meeting.

L20.04

If the reply of the Employer is unacceptable to the Union, it may, within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

L20.05

### **Arbitration**

- a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the grievance or allegation to arbitration by a single arbitrator. The notice will contain the name(s) of the party's proposed arbitrator(s) and will be delivered to the other within fifteen (15) working days of the reply under Step 2. The recipient party will, within fifteen (15) working days, advise the other of the name of its proposed arbitrator(s). If the parties fail to agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party.
- b) Either party may submit the grievance to a Board of Arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.
- c) The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any OT or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.
- d) The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.
- e) The single Arbitrator or Board of Arbitration shall have the power to relieve against time lines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

L20.06

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

- L20.07 There shall be no reprisals of any kind taken against any OT because of participation in the grievance or arbitration procedure under this Collective Agreement.
- L20.08 Should the processing or investigation of a grievance require that a grievor or the Local representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Human Resource Services or designate.
- L20.09 Both parties agree to pay one-half (1/2) of the fees and expenses of the single arbitrator or the fees and expenses of the parties respective appointees and one-half (1/2) of the fees and expenses of the chair of the arbitration board.
- L20.10 Where an OT has received a termination notice, the OT may file a grievance at Step 1 within ten (10) school days of written notice of termination.
- L20.11 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.
- L20.12 **Grievance Mediation**
- a) The parties may agree to use a grievance mediator in order to attempt to resolve issues that have been through the grievance procedure and prior to arbitration.
  - b) The cost of the mediator will be shared between the Employer and the Union on a fifty-fifty (50/50) basis.

## **ARTICLE L21 STRIKE AND LOCKOUT**

- L21.01 There shall be no strike or lockout during the term of the Collective Agreement. The terms "strike" and "lock-out" shall be as defined in the Labour Relations Act.

## **ARTICLE L22 DURATION AND RENEWAL**

- L22.01 Please see **Central Agreement C3.00** Length of Term/Notice to Bargain/Renewal.



## **ARTICLE L23 LABOUR MANAGEMENT COMMITTEE**

- L23.01 The Employer and the Union jointly shall establish the Elementary Occasional Teachers' Consultation Committee. The Committee shall have as its members up to three (3) members appointed from the Employer's staff and up to three (3) members of the Union appointed by the Union. The composition of this Committee may be modified by mutual agreement.
- L23.02 The Committee shall meet at least once a year or as agreed to by the parties.
- L23.03 The Committee shall discuss issues of concern to either the Employer or the Union, but shall not consider any matter which is under negotiation or which is the subject of grievance under the grievance procedure of the Agreement.
- L23.04 The Committee shall be a consultative body and may make recommendations to the parties.

## **ARTICLE L24 CORRESPONDENCE**

- L24.01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Human Resource Services or designate, and from the President of the Union or designate unless otherwise specified in this collective agreement.

## **ARTICLE L25 PROFESSIONAL ACTIVITY DAYS**

- L25.01 The Employer shall provide information to the Union about the professional development activities provided by the Employer.
- L25.02 Subject to availability of space, an OT may attend, without pay, scheduled professional activity days and/or in-service programs arranged by the Employer.

## **ARTICLE L26 OCCUPATIONAL HEALTH AND SAFETY**

- L26.01 The Employer and the Union 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. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.
- L26.02 There will be an OT representative on the Joint Health and Safety Committee in compliance with Section 9 of the Occupational Health and Safety Act, which may be amended from time to time.

## **LETTERS OF UNDERSTANDING**

**LETTER OF UNDERSTANDING**

**Between**

**The Kawartha Pine Ridge District School Board (The “Employer”)**

**And**

**Elementary Teachers’ Federation of Ontario, Occasional Teachers’ Bargaining Unit (The “Union”)**

**Re: Working Conditions**



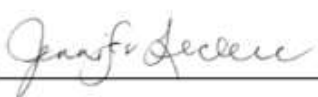



The parties agree to labour management meetings that will be held within 90 days of student’s physical return to the classroom where the parties will discuss and review best practices for welcoming and supporting OTs accepting daily assignments in schools. The parties may review such matters as, but not limited to:

- Access to classroom keys
- Laptops
- Information sheets
- School maps
- Any other information that may assist the OT in performing their duties

The committee will be made up of the three (3) representatives from the Union and (3) three representatives from the Employer.

The parties agree that this letter will expire on August 31, 2022.

Dated at Peterborough, Ontario this 16<sup>th</sup> day of July 2020.

<b>Kawartha Pine Ridge District School Board</b>	<b>Elementary Teachers’ Federation of Ontario, Occasional Teachers – Kawartha Pine Ridge Local</b>
	
	
	

# LETTER OF UNDERSTANDING

Between

**The Kawartha Pine Ridge District School Board (The “Employer”)**

And

**Elementary Teachers’ Federation of Ontario, Occasional Teachers’ Bargaining Unit (The “Union”)**


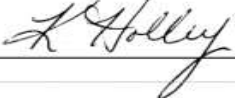
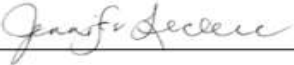



## Re: Data Requests

The parties agree that Article L4.03 entitles the Union to statistical data in information encompassing the employment status, category, allowances, salaries, and benefits of elementary teachers. In addition to Article L4.03, the parties agree that for the 2019-2022 Collective Agreement the Board will endeavour to provide the Union with a report that contains the following information for each teacher in the bargaining unit:

- Name
- Address
- Board Email
- Current School Location, in the form of a Ministry Identification Number for the school
- FTE Status
- Salary
- Dues Deducted
- Leave Status (Self-funded, sick leave, pregnancy, parental, unpaid, WSIB)
- Teacher Status during the current school year (Active/Terminated/Retired)
- OCT Number

The parties agree that these reports will be provided twice a year by October 31 and March 31. However, the parties recognize that the timing of these reports may need to be altered at the request of the Employer based on issues faced during the creation of the report as well as the Employer’s planned change to a new Human Resource Information System. The parties agree that this letter will expire on August 31, 2022.

Dated at Peterborough, Ontario this 16<sup>th</sup> day of July 2020.

<b>Kawartha Pine Ridge District School Board</b>	<b>Elementary Teachers’ Federation of Ontario, Occasional Teachers – Kawartha Pine Ridge Local</b>
	
	
	

**APPENDIX A**

**(From Article L11.04 of the ETFO Permanent Teachers' Collective Agreement – Kawartha Pine Ridge Local)**

Effective September 1, 2019 the salary grid shall be as follows:					
Years Exp.	A0	A1	A2	A3	A4
0	45,741	51,826	53,847	57,485	59,596
1	50,634	54,962	57,477	61,486	64,107
2	52,814	57,585	60,312	64,595	67,537
3	54,993	60,205	63,117	67,629	70,936
4	57,173	62,828	66,058	70,737	74,472
5	59,465	65,501	68,878	74,094	78,756
6	61,676	68,169	71,806	77,290	81,614
7	64,016	70,790	74,656	80,529	85,221
8	66,771	73,845	77,826	84,337	89,353
9	69,686	76,627	80,798	87,992	93,466
10	74,288	80,572	84,900	94,649	100,973
11	76,627				

Effective September 1, 2020 the salary grid shall be as follows:					
Years Exp.	A0	A1	A2	A3	A4
0	46,199	52,345	54,385	58,059	60,192
1	51,140	55,511	58,052	62,101	64,748
2	53,342	58,161	60,915	65,241	68,212
3	55,542	60,807	63,748	68,305	71,645
4	57,745	63,456	66,719	71,445	75,217
5	60,059	66,156	69,567	74,835	79,543
6	62,293	68,850	72,524	78,063	82,430
7	64,656	71,498	75,402	81,334	86,074
8	67,439	74,584	78,605	85,180	90,247
9	70,382	77,394	81,606	88,872	94,400
10	75,031	81,378	85,749	95,595	101,982
11	77,394				

**Appendix A cont'd.**

Effective September 1, 2021 the salary grid shall be as follows:					
Years Exp	A0	A1	A2	A3	A4
0	46,661	52,868	54,929	58,640	60,794
1	51,651	56,066	58,632	62,722	65,396
2	53,876	58,742	61,524	65,893	68,895
3	56,098	61,415	64,386	68,988	72,362
4	58,322	64,091	67,386	72,159	75,969
5	60,660	66,817	70,262	75,583	80,339
6	62,916	69,539	73,250	78,843	83,254
7	65,302	72,213	76,156	82,147	86,934
8	68,113	75,329	79,391	86,032	91,149
9	71,086	78,168	82,423	89,761	95,344
10	75,781	82,192	86,607	96,551	103,002
11	78,168				

**COLLECTIVE AGREEMENT**

**This Collective Agreement is made this**

**16<sup>th</sup> day of July 2020**

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**

**representing**

**OCCASIONAL TEACHERS EMPLOYED**

**IN THE ELEMENTARY PANEL**

**and**

**KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD**

<b>Kawartha Pine Ridge District School Board</b>	<b>Elementary Teachers' Federation of Ontario, Occasional Teachers – Kawartha Pine Ridge Local</b>
