

COLLECTIVE AGREEMENT

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD

AND

THE ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO

REPRESENTING OCCASIONAL TEACHERS
EMPLOYED BY THE BOARD IN THE
ELEMENTARY PANEL

For the period

SEPTEMBER 1, 2022 TO AUGUST 31, 2026

Table of Contents

Table of Contents.....	1
C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	5
C1.1 Separate Central and Local Terms	5
C1.2 Implementation	5
C1.4 Single Collective Agreement.....	5
C2.00 DEFINITIONS	5
C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL.....	6
C3.1 Single Collective Agreement.....	6
C3.2 Term of Agreement.....	6
C3.3 Where Term Less Than Agreement Term	6
C3.4 Term of Letters of Understanding	6
C3.5 Amendment of Terms	6
C3.6 Notice to Bargain	7
C4.00 CENTRAL GRIEVANCE PROCESS	7
C4.1 Definitions.....	7
C4.2 Central Dispute Resolution Committee.....	7
C4.3 The grievance shall specify:	8
C4.4 Referral to the Committee.....	8
C4.5 Mediation	9
C4.6 Arbitration	9
C5.00 BENEFITS	9
C5.1 ELHT Benefits	9
C5.2 Eligibility and Coverage	10
C5.3 Funding.....	10
C5.4 Full-Time Equivalent (FTE) and Employer Contributions.....	11
C5.5 Benefits Committee	12
C5.6 Privacy.....	12
C5.7 Benefits not provided by the ETFO ELHT.....	12
C5.8 Payment in Lieu of Benefits	12
C5.9 Long Term Disability (Employee-Paid Plans)	12
C6.00 SICK LEAVE	13
C6.1 Sick Leave/Short Term Leave and Disability Plan	13
C7.00 CENTRAL LABOUR RELATIONS COMMITTEE.....	16
C8.00 MINISTRY/SCHOOL BOARD INITIATIVES	17
C9.00 DIAGNOSTIC ASSESSMENT.....	17
C10.00 STATUTORY LEAVES OF ABSENCE/SEB.....	18
C10.1 Family Medical Leave or Critical Illness Leave	18
C10.2 Pregnancy Leave.....	19
C11.00 CLASS SIZE/STAFFING LEVELS	20
APPENDIX A – RETIREMENT GRATUITIES.....	21
A. Sick Leave Credit-Based Retirement Gratuities	21
B. Other Retirement Gratuities.....	21
LETTER OF AGREEMENT #1.....	22
RE: Sick Leave	22

LETTER OF AGREEMENT #2.....	23
RE: Task Force on the Utilization of Sick Leave	23
LETTER OF AGREEMENT #3.....	24
RE: Violence Prevention Health and Safety Training	24
LETTER OF AGREEMENT #4.....	25
RE: Professional Activity (PA) Days.....	25
LETTER OF AGREEMENT #5.....	26
RE: Occasional Teacher Ability to Lock the Classroom Door	26
LETTER OF AGREEMENT #6.....	27
RE: Employment Insurance (EI) Rebate.....	27
LETTER OF AGREEMENT #7.....	28
RE: Status Quo Central Items.....	28
LETTER OF AGREEMENT #8.....	29
RE: Individual Education Plans.....	29
LETTER OF AGREEMENT #9.....	30
RE: Support for Students Committee	30
LETTER OF AGREEMENT #10.....	31
RE: Provincial Working Group - Health and Safety	31
LETTER OF AGREEMENT #11.....	32
RE: Violent Incident Debriefing Training	32
LETTER OF AGREEMENT #12.....	33
RE: Violence Prevention in School Boards.....	33
LETTER OF AGREEMENT #13.....	34
RE: Integration of Students	34
LETTER OF AGREEMENT #14.....	35
RE: Hybrid Instruction.....	35
LETTER OF AGREEMENT #15.....	36
RE: Hiring Practices	36
LETTER OF AGREEMENT #16.....	37
RE: Safe Teaching and Learning Environments	37
ETFO OCCASIONAL TEACHERS – PART B: LOCAL TERMS	39
L – ARTICLE 1 – PURPOSE.....	39
L – ARTICLE 2 – SCOPE AND RECOGNITION	39
L – ARTICLE 3 – DEFINITIONS.....	40
L – ARTICLE 4 – MANAGEMENT RIGHTS	41
L – ARTICLE 5 – UNION DUES AND ASSESSMENTS.....	42
L – ARTICLE 6 – NO DISCRIMINATION	43
L – ARTICLE 7 – RIGHTS AND RESPONSIBILITIES	43
Reasonable Exercise of Rights.....	43
Evaluations	43
Just Cause.....	44
L – ARTICLE 8 – UNION SECURITY AND MEMBERSHIP	44
L – ARTICLE 9 – ACCESS TO INFORMATION.....	45
Personnel Files.....	45
Signature Not Approval.....	45
Inaccurate Information	45

Adverse Material to be Removed.....	46
Medical Information	46
Data for Negotiations	46
Accuracy May Be Disputed.....	46
Access to Board Minutes	47
L – ARTICLE 10 – NO STRIKES AND LOCKOUTS	47
L – ARTICLE 11 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION....	47
L – ARTICLE 12 – OCCASIONAL TEACHER ROSTER.....	47
L – ARTICLE 13 – GRIEVANCE PROCEDURE	50
Intent and Definition of Grievances	50
Informal Stage	50
Step One.....	50
Step Two.....	50
Step Three.....	50
Group Grievance	51
Discharge Grievance	52
Policy Grievance.....	52
Grievance Mediation.....	52
Attendance at Grievance Meetings.....	52
L – ARTICLE 14 – PRIORITY HIRING FOR PERMANENT POSITIONS	52
L – ARTICLE 15 – CALLING OF OCCASIONAL TEACHERS FOR DAILY OCCASIONAL TEACHING ASSIGNMENTS	53
L – ARTICLE 16 - LONG TERM OCCASIONAL TEACHING ASSIGNMENTS AND ELEMENTARY TEACHING POSITIONS	53
L – ARTICLE 17 – COMPENSATION	55
Experience Credit for Long Term Teaching Assignments.....	55
L – ARTICLE 18 – STAFFING.....	56
L – ARTICLE 19 – WORKING CONDITIONS	56
Report Cards	57
Access to Board Communications	57
L – ARTICLE 20 – LEAVES	58
Sick Leave	58
Other Leaves	58
Voluntary Leave of Absence	59
Leave For Union Business.....	59
Family Medical Leave or Critically Ill Child Care Leave	60
L – ARTICLE 21 – PREGNANCY/PARENTAL LEAVE	60
L – ARTICLE 22 - STATUTORY PARENTAL LEAVE	61
L – ARTICLE 23 – UNION REPRESENTATION	62
L – ARTICLE 24 – CORRESPONDENCE.....	63
L – ARTICLE 25 – PROFESSIONAL DEVELOPMENT	63
L – ARTICLE 26 – BULLETIN BOARDS	63
L – ARTICLE 27 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY	64
SCHOOL CLOSURE.....	64
L – ARTICLE 28 – HARASSMENT	65
L – ARTICLE 29 – PAY EQUITY.....	65
L – ARTICLE 30 – BENEFITS.....	65
L – ARTICLE 31 – DURATION AND RENEWAL	66

L – ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY.....	67
L - ARTICLE 33 – WORKPLACE ACCOMMODATION PLAN	67
Signatures	68
L – LETTER OF AGREEMENT	69
<i>Re: Occasional Teacher Procedures Handbook</i>	69
L – LETTER OF AGREEMENT	70
<i>Re: Pandemic</i>	70
L – LETTER OF AGREEMENT	71
<i>Re: Committee on Communicable Diseases</i>	71
Absences and Leaves Policy.....	72

ETFO TEACHERS – 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 four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.

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

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 BENEFITS

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

C5.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the ETFO ELHT all references to existing life, health and dental benefits plans in the applicable

local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

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

- iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.
- c) The funding rate shall be increased for inflation as follows on the following dates:
- i. September 1, 2022: 1% (\$6,235.74)
 - ii. September 1, 2023: 1% (\$6,298.10)
 - iii. September 1, 2024: 1% (\$6,361.08)
 - iv. September 1, 2025: 1% (\$6,424.69)
 - v. August 31, 2026: 4% (\$6,681.68)

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

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

- ii. Divide i) by 194 days;
- iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.

iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.

iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

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

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

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

i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.

iii. Where the length of the Long-Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the

assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.

- iv. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

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

C9.00 DIAGNOSTIC ASSESSMENT

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

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

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

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Winter breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Individual Education Plans

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Support for Students Committee

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

A provincial committee will be established with representatives comprised of:

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Violent Incident Debriefing Training

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

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

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention in School Boards

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Integration of Students

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

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

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Safe Teaching and Learning Environments

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

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

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

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

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

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

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

ETFO OCCASIONAL TEACHERS – PART B: LOCAL TERMS

L – ARTICLE 1 – PURPOSE

- L1:01 It is the desire of both Parties to specify within this Agreement the entitlement of those Occasional Teachers covered by this Agreement as to salary, the conditions of employment, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the Parties.
- L1:02 It is the desire of both Parties to maintain and further harmonious relationships between the Board and each member of the E.T.F.O. Upper Grand District School Board Occasional Teachers' Local.
- L1:03 The Board and E.T.F.O. 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.

L – ARTICLE 2 – SCOPE AND RECOGNITION

- L2:01 The employer being the Upper Grand District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation (hereinafter referred to as "the Union") as the bargaining agent for all Occasional Teachers employed by the Board in its elementary panel in accordance with the Education Act of Ontario as outlined in article L3:02.
- L2:02 The Board recognizes the Negotiating Committee of the Local as the official body to represent the Occasional Teachers in the elementary panel in the conduct of negotiations.
- L2:03 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union and will update this information each time it changes.
- L2:04 The Elementary Teachers' Federation of Ontario and the Local recognizes the Negotiating Committee of the Board as the official body to represent the Board in the conduct of negotiations.
- L2:05 The Board recognizes the right of the Federation or the Local to be represented by their staff officers or any other duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise, or represent the Federation or the Local in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2:06 The Federation and the Local recognizes the right of the Board to be represented by the Ontario Public School Boards' Association, or an affiliate Association, or any duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise, or represent the Board in all

matters pertaining to the negotiation and administration of this Collective Agreement.

- L2:07 A Labour Management Co-operative Committee shall be established with no more than two (2) representatives of each of the Union and of management to discuss matters of concern. The committee will meet at the request of either party at a time mutually agreed upon and no less than 3 (three) times per year.
- L2:08 The Board agrees that it will deal solely with the duly authorized agents of the Local in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Local will supply the Board with the names of its officials and committee members. Similarly, the Board will, if requested, supply the Local with a list of its supervisory personnel.

L – ARTICLE 3 – DEFINITIONS

See also *Central Agreement (Part A)* [C2.00 DEFINITIONS](#)

- L3:01 a) "Emergency Supply Instructor" shall mean a person appointed, in accordance with the Education Act and Regulations, to teach in the case of an emergency.
- b) For the purposes of clause 3.01(a), "emergency" shall be defined as a situation in which no member on the Daily Occasional Teachers' Roster is available for an assignment after the Board has made a reasonable effort to contact all members on the Daily Occasional Teachers' Roster, subject to location and assignment preferences.
- L3:02 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act and regulations and shall be a certified member of the Ontario College of Teachers.
- L3:03 "Daily Occasional Teacher" means a teacher who is required to teach for a period that is less than nine (9) consecutive teaching days and who is employed to teach as a substitute for a permanent, probationary, or temporary teacher.
- L3:04 "Long Term Occasional Teacher" means a teacher who is required to teach for a period of nine (9) or more consecutive teaching days and who is employed to teach as a substitute for a permanent, probationary, or temporary teacher who has died during the school year or who is absent from regular duties for less than two school years. It is understood that closing of the schools due to emergency or inclement weather or accessing any form of leave available under Board Policy 411 - Absences and Leaves will not constitute an interruption in the determination of the nine (9) days.
- L3:05 "Daily Occasional Teacher Roster" (hereafter also referred to as "the Roster") means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the elementary panel, as per article L3:02 and subject to clauses 12.01, 12:02 and 12.03.

- L3:06 “Lockout and Strike” means lockout and strike as defined by the *Ontario Labour Relations Act*, as amended from time to time.
- L3:07 “Labour Relations Act” means the Ontario Labour Relations Act.
- L3:08 “Elementary Teachers” shall mean the elementary teachers, other than Occasional Teachers, employed by the Board in its elementary panel.
- L3:09 “Board” means Upper Grand District School Board established in accordance with the Education Act.
- L3:10 “Federation” means the Elementary Teachers’ Federation of Ontario (ETFO). Union shall have an identical meaning.
- L3:11 “Local” means the Upper Grand ETFO Occasional Teachers’ Local.
- L3:12 “Certified” means an Occasional Teacher who holds a valid Certificate of Qualification or a valid Interim Certificate of Qualification and is a member in good standing of the Ontario College of Teachers.
- L3:13 “Probationary Occasional Teacher” means a teacher covered by this Collective Agreement who has not completed thirty (30) teaching days of employment as an Occasional Teacher with the Board. It is understood that the probationary period of thirty (30) teaching days may be extended one (1) thirty (30) day period at the exclusive discretion of the appropriate superintendent.
- L3:14 “Parties” mean the Elementary Teachers’ Federation of Ontario and the Upper Grand District School Board.
- L3:15 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine or any gender identity has been used where the context of the Parties hereto so require.

L – ARTICLE 4 – MANAGEMENT RIGHTS

- L4:01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this agreement.
- L4:02 Without limiting the generality of the foregoing, the Board’s rights shall include:
- a) the right to hire, assign, evaluate, promote, demote, transfer, and to determine personnel requirements;
 - b) the right to determine, alter, and eliminate services, programs and courses offered;
 - c) the right to discipline, including disciplinary demotion;

- d) the right to dismiss and layoff an Occasional Teacher subject to the employee's rights under the appropriate Act;
- e) the right to determine the number of Occasional Teachers to be employed, the number of students to be allocated to a program, class size, and subjects to be taught;
- f) the right to designate or establish departments or organizational units or areas of study;
- g) the right to select individuals to positions of responsibility and to determine job functions;
- h) the right to make, change, and enforce reasonable rules, regulations, and all other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the province of Ontario;
- i) the right to determine the hours of the school day, the instructional year, and the Board designated holidays to be observed.

L4:03 The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.

L – ARTICLE 5 – UNION DUES AND ASSESSMENTS

L5:01 Subject to the provisions of the *Labour Relations Act* and the regulations thereunder which shall prevail where any provision conflicts with them, the Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments and any Local levy that may apply. Union dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary at the Elementary Teachers' Federation of Ontario within thirty (30) days of the dues being deducted. Local levies deducted in accordance with this article shall be forwarded to the President of the Local within thirty (30) days of the levy being deducted. The Union and the Local shall inform the Board, from time to time, of the amount of such dues and assessments or Local levies.

L5:02 The Board shall provide to the Union, by September 30th each year, a letter stating the total number of days of elementary daily and long term occasional teaching days for the previous school year. The dues submission list shall identify Emergency Supply Instructors that are certified by the Ontario College of Teachers. The Board shall also provide the Local a list of any assignments where an Emergency Supply Instructor not certified by the Ontario College of Teachers was engaged to work.

L5:03 The Union will be provided with a dues submission list each pay period showing the names, addresses, Ministry Identification Number, OCT number, FTE status, wages earned, dues and assessments deducted, the time worked for each

Occasional Teacher from whose wages the deductions have been made and, where possible, a specific breakdown of all qualified and unqualified Teacher replacements who are not on the Occasional Teacher Roster. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form. This information shall also be forwarded to the President of the Occasional Teachers' Local at the same time it is sent to the provincial office.

L – ARTICLE 6 – NO DISCRIMINATION

- L6:01 There shall be no discrimination by the Parties against an Occasional Teacher on any of the prohibited grounds as described in the *Ontario Human Rights Code*, or because of participation in the lawful activities of the Union.
- L6:02 Each of the Parties hereto agrees that there shall be no discrimination or coercion exercised or practiced upon any Occasional Teacher because of membership in the Union.

L – ARTICLE 7 – RIGHTS AND RESPONSIBILITIES

Reasonable Exercise of Rights

- L7:01 The Board agrees to exercise its management rights in a manner which is neither discriminatory nor in bad faith and in accordance with the Acts and Regulations of the Province of Ontario.

Evaluations

- L7:02 Evaluations shall only be conducted by Supervisory Officers, Principals and Vice Principals. No Union member shall be required or requested to evaluate an Occasional Teacher's competence.
- L7:03
- a) Evaluations shall be conducted in accordance with Board Policy and Procedures.
 - b) Amendments to the Board evaluation Policy and Procedure will be developed in consultation with the Local.
 - c) Board evaluation policy and procedures shall include the following:
 - i) all formal evaluations shall be in writing, signed by the evaluator(s), with a copy to the Occasional Teacher;
 - ii) the Occasional Teacher shall be given at least one school day's prior notice of any formal observation;

- iii) the Occasional Teacher may request that they be observed in other situations within their assignment;
- iv) a meeting shall be held to review and discuss the evaluation prior to the summative report;
- v) the summative report shall be given to the Occasional Teacher within ten (10) school days following completion of the evaluation process;
- vi) the Occasional Teacher shall be given 48 hours to review, sign, and make written comments regarding the report. This opportunity shall occur before anyone, other than the Occasional Teacher, the evaluator, and their advisors see the evaluation.

Just Cause

- L7:04 a) No Occasional Teacher who has successfully completed the Probationary Period shall be removed from the Daily Occasional Teacher Roster or disciplined except for just and sufficient cause. Removal from the Roster and/or any imposition of discipline will be confirmed in writing to the Occasional Teacher and the President of the Local.
- b) Occasional Teachers who have not completed the Probationary Period shall be subject to a standard of just cause as determined by the Board, which standard shall be consistent with the purpose of the Probationary Period and the length of the employment of the employee. Removal from the Roster will be confirmed in writing to the Occasional Teacher.
- c) The Senior Administrator of Human Resources, or designate, shall meet with the Occasional Teacher prior to the Occasional Teacher's removal from the Roster and/or the imposition of any discipline or discharge. The President of the Local shall be invited to attend the meeting by the Senior Administrator of Human Resources, or designate.
- d) An Occasional Teacher who has completed the Probationary Period may request a letter of reference from the applicable Principal or Vice Principal if they have taught for ten (10) or more days at the site.

L – ARTICLE 8 – UNION SECURITY AND MEMBERSHIP

- L8:01 The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of deductions authorized by the Union.
- L8:02 Income Tax Slips (T-4) provided each year by the Board shall indicate the amount of Union dues paid by each Occasional Teacher during the previous year.

- L8:03 a) The Board shall forward electronically to Service Canada a Record of Employment statement for the previous school year for each Occasional Teacher no later than July 31st.
- b) For the purposes of Employment Insurance, the number of insurable hours to be reported will be the same as that specified for elementary contract teachers.

L – ARTICLE 9 – ACCESS TO INFORMATION

Personnel Files

- L9:01 The official personnel file respecting an Occasional Teacher shall be maintained in the Human Resources Department of the Board and shall be available and open to the Occasional Teacher for inspection in the presence of a Supervisory Officer or other person designated by the Senior Administrator of Human Resources, or designate. Such access shall be provided upon prior request at any reasonable time during the regular working hours of the department.
- L9:02 An Occasional Teacher shall be entitled, upon request, to a copy, without cost, of any materials contained in her/his personnel file.
- L9:03 Where an Occasional Teacher authorizes, in writing, access to their personnel file by another person acting on the Occasional Teacher's behalf, the Board shall provide such access, upon prior request, in the presence of a Supervisory Officer or other person designated by the Senior Administrator of Human Resources, or designate. As well, a copy of materials contained therein shall be provided if also authorized and requested.
- L9:04 An Occasional Teacher shall receive copies of any adverse materials placed in their personnel file within eight (8) school days of the material being filed.
- L9:05 Copies of documents prepared by the Principal respecting the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher and copied to the Senior Administrator of Human Resources, or designate for consideration of inclusion in the individual's personnel file within eight (8) school days of the writing of such document.

Signature Not Approval

- L9:06 The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L9:07 An Occasional Teacher shall have the right to place material in their personnel file.

Inaccurate Information

- L9:08 In the event that the Occasional Teacher disputes the accuracy or completeness of any information contained in the personnel file, the Board shall, upon receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information, where possible within ten (10) school days. If the Board is unable to amend the information, the Occasional Teacher's written dispute of the information shall remain in the file attached to the original document.
- L9:09 Where the Board amends such information as per clause 9:08, the Board shall attempt to notify all persons who received a report based on inaccurate information.

Adverse Material to be Removed

- L9:10 Disciplinary material shall be removed from an Occasional Teacher's personnel file, upon receipt of a written request from the Occasional Teacher, after two (2) discipline-free years where no follow-up difficulty has occurred during the two (2) year period. It is understood that the Occasional Teacher must have actively worked the minimum required number of days per year in each of the two (2) consecutive school years.

It is understood that concerns relating to that of a harassing, physical and/or sexual nature shall not be eligible for removal from a Teacher's file until after a period of three (3) years of active work has elapsed since the issue was noted. It is understood that the Occasional Teacher must have actively worked the minimum required number of days per year in each of the three (3) consecutive school years in order to have disciplinary material related to a harassing, physical and or sexual nature be removed.

Medical Information

- L9:11 The Board shall keep medical information in its possession related to the WEIP (Workplace Early Intervention Program) and LTD (Long Term Disability) in separate files accessible only to appropriate health care professionals and the Occasional Teacher.

Data for Negotiations

- L9:12 Upon written request submitted at least five (5) school days in advance, the Union shall have access to or be furnished with a copy of available data relevant to the negotiation of this Collective Agreement as follows:
- a) data respecting individual status of employment, such as a listing of Occasional Teachers on leave or on the recall list;

Accuracy May Be Disputed

L9:13 Nothing in this Article shall serve to modify or to deny the right of the Union to dispute the accuracy of any of the said records, data, or information issued by or disclosed to be in the possession of the Board under Article 9:12 above.

Access to Board Minutes

L9:14 The Board shall provide to the Union copies of any public agendas, minutes, and support documents at least two (2) days prior to all Board meetings and Board committee meetings.

L – ARTICLE 10 – NO STRIKES AND LOCKOUTS

L10:01 The Parties agree that there will be no strikes by the Union or the Local and no lock-outs by the Board for as long as this Agreement continues to operate.

L10:02 No Occasional Teacher shall be requested or required to perform the duties of any other employee of the Board who is engaged in a strike or lockout.

L – ARTICLE 11 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

L11:01 The Board and the Union will jointly prepare a package of information for Principals to highlight amendments to the collective agreement within one month of the ratification of the Collective Agreement.

L11:02 The Board shall provide all Occasional Teachers who are on the Roster, and any Occasional Teachers newly added to the Roster, with an information package to be supplied by the Board, with the assistance of the Local, which shall include a Local welcoming letter, a copy of the latest Occasional Teacher newsletter, a list of school Stewards, school start times, and maps.

L11:03 The Board will seek input from the Union with respect to the package.

L11:04 Each party will be responsible for the printing and costs associated with printing the required number of copies of the Collective Agreement that they need. The Board shall provide a link to the intranet location of the collective agreement to all new hires, to the Occasional Teacher Roster.

L – ARTICLE 12 – OCCASIONAL TEACHER ROSTER

L12:01 An Occasional Teacher must be a member in good standing of the Ontario College of Teachers and qualified to teach in Ontario to be eligible for inclusion on the Daily Occasional Teacher Roster or to be employed as a Long Term Occasional Teacher. Such documentation must be submitted to the Senior Administrator of Human Resources, or designate, prior to the Occasional Teacher's employment.

- L12:02 Subject to clause 3.01, only those Occasional Teachers whose names are on the Daily Occasional Teacher Roster shall be called for daily occasional teaching assignments.
- L12:03 Effective September 1, 2024, the Occasional Teacher Roster shall be limited to thirty-nine percent (39%) of the Board's elementary FTE allotment. It is understood that the cap on the Roster represents those Occasional Teachers who are available for daily occasional teaching assignments and those currently in long term occasional teaching assignments.
- L12:04 Where the Roster is not sufficient to meet the Board's specific program needs to supply Occasional Teachers to the system, the Board may, after consultation with the Bargaining Unit, increase the number of names on the Roster to maintain a sufficient pool of names. This increased number shall not exceed two percent (2%) of the limit specified above.

Effective September 1, 2011, where the Roster is not sufficient to meet the Board's specific program needs to supply Occasional Teachers to the system, the Board may, after consultation with the bargaining unit, increase the number of names on the Roster to maintain a sufficient pool of names.

- L12:05 (a) The Roster shall provide the following information for each Occasional Teacher: full name, seniority number, most recent date of hire to the roster, telephone numbers, and address.
- (b) Notwithstanding the above only the teachers' full name, seniority number and most recent date of hire to the roster shall be posted to members of the bargaining unit with the full list being provided to the local.
- (c) It is understood that L12:05 (a) and (b) shall not limit an Occasional Teacher's ability to indicate their availability for work, specific geographic areas that they are willing to be assigned and, subjects / divisions / grades that they are willing to be assigned to.

L12:06 An Occasional Teacher shall notify the Human Resources Department of the Board, in writing, of any changes of address and / or telephone number(s) required by the Board to contact the Occasional Teacher regarding teaching assignments.

L12:07 By September 15 of each school year, the Board will provide the Local with a copy of the Daily Occasional Teacher Roster as described in article 12.05. Any and all amendments, additions, and / or deletions to the Roster shall be forwarded to the Local at least once per month. Upon request, and with reasonable notice, up to two (2) times per year and at no cost to the Local, the Board will provide the Local with a set of mailing labels of those Occasional Teachers who are on the Roster. The Local may purchase additional labels at cost.

L12:08 Subject to the notification in writing to the Occasional Teacher and the Local President, an Occasional Teacher's name shall be removed from the Roster for the following reasons:

- a) A Non-probationary Occasional Teacher is removed for just and sufficient cause or a Probationary Occasional Teacher is removed using a lesser standard of just cause, consistent with the purpose of a Probationary Period (basic procedural fairness), and that the discharge of a Probationary employee is not done in a manner that is arbitrary, discriminatory, or in bad faith;
- b) The Occasional Teacher requests, in writing, to have their name removed from the Roster;
- c) The Occasional Teacher fails to notify the Human Resources Department through the form described in article 12.09 and by May 31 each year of their desire to remain on the List for the next school year, unless reasonable grounds are given as to why they were unable to do so;
- d)
 - i) Effective August 31, 2022, the Occasional Teacher fails to work a minimum of twenty (20) FTE days within one (1) school year unless the Occasional Teacher is on an approved leave of absence.
 - ii) Effective August 31, 2024, the Occasional Teacher fails to work a minimum of twenty five (25) FTE days within one (1) school year unless the Occasional Teacher is on an approved leave of absence.
- e) The Occasional Teacher no longer meets the criteria for inclusion on the Roster as stated in clauses 12.01 and 12.03;
- f) The Occasional Teacher fails to notify the Board's automated call out system of any continuous absence of thirty (30) days or more.

L12:09 The Board shall send each Occasional Teacher a Subject Preference / Renewal Form by April 30 asking whether the Occasional Teacher wishes to have their name remain on the Roster.

L12:10 When the Occasional Teacher Roster is updated, any new Occasional Teachers placed on the Roster shall be interviewed and accepted by the interviewing team for Elementary Occasional Teachers prior to being placed on the Roster.

L – ARTICLE 13 – GRIEVANCE PROCEDURE

See also Central Agreement (Part A) [C4.00 CENTRAL GRIEVANCE PROCESS](#)

Intent and Definition of Grievances

L13:01 The Parties agree that it is the spirit and intent of this Article to set out an orderly procedure for the resolution of grievances arising from the interpretation, application and alleged contravention of this agreement.

Informal Stage

L13:02 Any dispute to be recognized as a grievance must first be discussed with the Occasional Teacher's Principal or appropriate supervisor, by the grievor. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.

Step One

L13:03 If the dispute is not deemed to be settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice, in writing, within fourteen (14) school days of the Occasional Teacher becoming aware of the circumstances giving rise to the complaint, or after the date when the event could reasonably have been detected, to the Senior Administrator of Human Resources, or designate. The written notice shall contain the complete grievance, list all clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after submission. The Senior Administrator of Human Resources, or designate, shall provide a written answer within seven (7) school days of receipt of the grievance.

Step Two

L13:04 If the grievance is not deemed to be settled on the basis of the answer given in Step One, the Union shall within seven (7) school days of receipt of the Step One answer, notify the Senior Administrator of Human Resources, or designate, in writing, that a grievance meeting is requested. The Senior Administrator of Human Resources, or designate, and other persons that the Senior Administrator, or designate, deems appropriate, shall meet with up to three (3) members of the Union, including the grievor, should the grievor wish to attend the meeting, within fourteen (14) school days of receipt of the notice. Senior Administrator of Human Resources, or designate shall provide a written answer within seven (7) school days of the meeting being held.

Step Three

L13:05 If the grievance is not deemed to be settled on the basis of the answer given in Step Two either party may,

a) Submit the grievance to a mutually agreed upon single arbitrator in Step Three rather than an arbitration board. In the event the Parties are unable to agree upon the name of a single arbitrator, the parties may request the Ministry Of Labour to make the appointment.

b) With mutual agreement of both Parties, refer to a Board of Arbitration in which case the Union shall within seven (7) school days of the receipt of the answer given in Step Two notify the Director of Education, in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to an arbitration board. The Director of Education, or designate, shall, within seven (7) school days inform the Union of the Board's appointee to the arbitration board. The two (2) appointees shall, within seven (7) school days or such longer time as they may agree upon, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairperson within the time limit, either the Union or the Board may request the appointment of a chairperson by the Ministry of Labour.

L13:06 The arbitration board or single arbitrator shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.

L13:07 Each party shall bear the fee and/or expenses of its appointee to the arbitration board and any fees and/or expenses of the chairperson shall be borne equally by the Parties. Each Party shall bear its own expenses respecting appearances at hearings of the arbitration board. Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

L13:08 The arbitration board or single arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement.

L13:09 All the time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the Parties and subsection 48 (16) of the *Labour Relations Act* does not apply. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the Parties.

Group Grievance

L13:10 If the Board has complaint with respect to the conduct of the Union, it shall submit its grievance in accordance with the provisions of Step Two, except that the notice shall be to the President or other executive officer of the Union. The President or other executive officer of the Union shall provide the answer in writing to the Board within seven (7) school days.

L13:11 The Union may file a grievance on behalf of two (2) or more Occasional Teachers commencing at Step One, if specifically requested in writing to do so by said Occasional Teachers. The written request of said Occasional Teachers shall be attached to the grievance.

L13:12 Group grievances may only be filed within fourteen (14) school days of either Party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) school days after the event when the event could reasonably have been detected.

Discharge Grievance

L13:13 Where an Occasional Teacher has received a termination notice or notice that the member has been removed from the Occasional Teachers' Roster, the Union may file a grievance at Step 2 within ten (10) school days of written notice of termination.

Policy Grievance

L13:14 The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

Grievance Mediation

L13:15 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.

Attendance at Grievance Meetings

L13:16 A Long Term Occasional Teacher's attendance at a meeting at any stage of the grievance procedure including arbitration shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.

L – ARTICLE 14 – PRIORITY HIRING FOR PERMANENT POSITIONS

L14.01(a) When a full or part-time elementary teaching position becomes available, should the Board be unable to fill a vacancy from among the teachers covered by the elementary teacher collective agreement, the Board shall, to a maximum of four, provide an interview to members of the bargaining unit simultaneously with external candidates provided that the member has the required qualifications for the position. The Occasional Teacher must note on their application that they are currently on the elementary Occasional Teacher Roster and are available for work. It is understood that where all else is equal, first consideration shall be provided to members of the Occasional Teacher Bargaining Unit.

(b) Unsuccessful candidates who make the request shall be provided feedback within 30 days of the interview to assist the member's success in the future.

L14.02 All permanent contract positions that go external to the teacher bargaining unit shall be posted internally on the Board intranet (currently UGshare) and the Board website at least three (3) school days or four (4) calendar days during the summer, prior to the closing date for applications. A copy of each posting shall be forwarded to the Local.

L – ARTICLE 15 – CALLING OF OCCASIONAL TEACHERS FOR DAILY OCCASIONAL TEACHING ASSIGNMENTS

L15:01 a) All Daily Occasional Teachers shall be dispatched by the Board's central dispatcher(s) or by a central automated system.

b) The distribution of teaching assignments shall be done in a manner designed to be fair and equitable subject to location and assignment preferences.

L15:02 Principals shall not request a specific individual Daily Occasional Teacher except for daily assignments in a self-contained class. A principal may request a specific individual Daily Occasional Teacher for French assignments known to be greater than two (2) days.

L15:03 The Board and the Union shall meet at least once per year or more often at either Party's request to review the operation of the automated calling system.

L – ARTICLE 16 - LONG TERM OCCASIONAL TEACHING ASSIGNMENTS AND ELEMENTARY TEACHING POSITIONS

L16.01 All Long Term Occasional Teaching positions known in advance shall be posted in every school at least three (3) school days or four (4) calendar days during the summer, prior to the closing date for applications. A copy of each posting shall be forwarded to the Local. All Occasional Teacher applicants who are qualified for a position, who express an interest in a new full-time or part-time position shall be considered for an interview, subject to L16.02 (below) and L – Article 27 – Layoff, Recall and Surplus to School from the ETFO Upper Grand Teacher's Collective Agreement (pertaining to "Occasional Teacher Assignments") provided that the Occasional Teacher notes on the application that they are currently on the Elementary Occasional Teacher Roster and are available for work.

L16.02 a) Subject to Article 3.01, only those Occasional Teachers whose names are on the Occasional Teacher Roster shall be hired for daily occasional teaching assignments.

b) Provided that three or more Occasional Teachers whose names are on the Occasional Teacher Roster apply for a Long Term Occasional teaching assignment and are qualified for the position, the following shall apply. Only those Occasional Teachers whose names are on the Occasional Teacher Roster shall be hired for long term occasional teaching assignments provided that they have the required qualifications for the position and have noted on the application that they are currently on the Elementary Occasional Teacher Roster and they are available for work.

c) Where less than three Occasional Teachers whose names are on the Occasional Teacher Roster apply for a Long Term Occasional teaching assignment and are qualified for the position, the following shall apply. Such Occasional Teachers shall be granted an interview for consideration for the Long Term Occasional teaching assignment provided that they have the required qualifications for the position and have noted on the application that they are currently on the Elementary Occasional Teacher Roster and are available for work. It is understood that where all else is equal amongst applicants, first consideration shall be provided to members of the Occasional Teacher Bargaining Unit.

L16:03 An Occasional Teacher in a long term occasional teaching assignment who was not previously on the Occasional Teacher Roster shall be added to the Roster upon the conclusion of the assignment. In the event that this would result in the cap on the Roster being exceeded, the Roster shall be allowed to remain above the cap until it is reduced through attrition. For further clarification, this clause does not apply to Emergency Supply Instructors as per Article L3:01 and the Education Act

L16:04 The Occasional Teacher shall be notified of the starting and ending dates of the long-term assignment, where available, prior to the commencement of the assignment. In the event that the teacher being replaced returns prior to the anticipated date of return, the Occasional Teacher shall be terminated with five (5) school days' notice or pay in lieu of notice.

Allowance for Change of Assignment

L16.05 If a Long Term Occasional Teacher's assignment within the school changes during a school year, or if the major part of that assignment changes during the school year to a comparable assignment for which the occasional teacher is qualified, due to the Board re-organizing classes within the school, the LTO Teacher shall be entitled to one school day free of teaching and supervision duties to prepare for the new assignment. It is understood that this day must be spent at the worksite.

L – ARTICLE 17 – COMPENSATION

L17:01 The Board shall pay bi-weekly, upon submission by the Occasional Teacher of a timesheet(s) or other documentation that is approved by the appropriate principal(s), in accordance with the following:

- a) Daily Occasional Teacher as per Article 12.01:

Total Daily Rate, including 4% vacation pay and statutory holiday pay = 1/203rd of Category A1 Yr. 0 placement on the grid set forth in the Board's most recent collective agreement for Elementary Teachers as it may be amended from time to time.

Effective September 1, 2022:	\$269.30
Effective September 1, 2023:	\$277.38
Effective September 1, 2024:	\$285.00
Effective September 1, 2025:	\$292.13

- b) A Long Term Occasional Teacher shall be placed on the Board's salary grid for Elementary Teachers in accordance with the recognized teaching experience and category placement effective on the ninth (9th) consecutive day of teaching retroactive to the first (1st) day that the assignment began. The Occasional Teacher shall continue to be paid at this rate until the expiration of the assignment. The rate paid under 17:01(b) shall not be less than the rate paid under 17:01(a). For clarity, L17.01(b) shall only apply to Occasional Teachers on the Roster.

Where the Senior Administrator of Human Resources, or designate is aware, in advance, that the assignment will be long term, the teacher shall commence grid placement on the first (1st) day of the assignment.

Experience Credit for Long Term Teaching Assignments

L17:02 Teaching experience shall be calculated and applied in the same manner and with the same timelines as applied to elementary contract teachers.

L17:03 In those situations where the Board is required to pay for the services of an Occasional Teacher, remuneration paid will be pro-rated for assignments to positions on less than a full-time basis, but in no circumstances will a Daily Occasional Teacher be paid for less than one-half (1/2) day.

L17:04 Payment will be by direct deposit to the account at the bank, trust company or credit union as designated by the employee on the appropriate form on file with the Payroll Department. The deposit advice form shall be sent to the employee by e-mail, to the employee's e-mail address on the Board's e-mail system, on or before the day the deposit is made. It is the responsibility of the employee to file with the Payroll Department, prior to any change of account or bank, the

appropriate form so directing such change of account or bank, trust company or credit union.

L17:05 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be emailed to the Board email address of the Occasional Teacher. An Occasional Teacher shall be provided a paper copy upon request.

L – ARTICLE 18 – STAFFING

L18:01 Subject to article 3.01, the Board shall centrally dispatch an Occasional Teacher from the Daily Occasional Teacher Roster when a Classroom Teacher is absent.

L – ARTICLE 19 – WORKING CONDITIONS

See also Central Agreement (Part A) [Letter of Agreement RE: Occasional Teacher Ability to Lock the Classroom Door](#)

L19:01 The Board shall provide or ensure that the following in-school information is available to Occasional Teachers: Day Planning/Day Book Information including the following: a timetable for the Occasional teacher's assignment (including supervision periods); a schedule identifying period times; an up-to-date class list; with photos attached if they are available a list of students requiring bussing, an outline of the school day (including opening procedures, washroom procedures, dismissal and bus duty procedures); fire drill and emergency procedures; written information on school discipline procedures; and routines for students with special needs including student specific behaviour plans and safety plans.

L19:02 The timetable for an Occasional Teacher shall be the same as the timetable of the teacher who is being replaced.

L19:03 No Occasional Teacher shall be assigned any form of supervision prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment.

L19:04 The Board shall provide each Occasional Teacher with an uninterrupted period for lunch, free from duty and travel, of at least forty (40) minutes per day. The Board shall provide each Occasional Teacher, working beyond 0.5 time on a particular day, with an uninterrupted period for lunch on that day, free from duty and travel, of at least forty (40) minutes.

L19:05 When the Board engages an Occasional Teacher for an assignment, that replaces two or more teachers who are present at the school, for assignments including, but not limited to, preparation pay back, coverage for IPRC meetings, and grade placement meetings, the Occasional Teacher shall be informed of the

nature of the assignment prior to accepting the assignment. The occasional teacher shall not be scheduled for more than one supervision duty.

L19:06 An Occasional Teacher who is assigned duties at two or more locations on the same day shall be provided with the same time to travel between the locations as the teacher being replaced.

L19:07 It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or disease or to diagnose such conditions or diseases. An Occasional Teacher shall not be subject to discipline for refusing to administer medication, except in a life-threatening situation.

L19:08

(i) Occasional teachers shall not perform any of the following physical procedures:

- a) manual express of bladder/stoma
- b) postural drainage
- c) sterile intermittent catheterization
- d) tube feeding
- e) deep or tracheal suctioning

(ii) For any actions taken by any Occasional Teacher in following the Board's policy on Medical Procedures (Policy 509 Health Support Services) the Board shall indemnify and save harmless said Teacher from any liability.

Report Cards

L19:09 Every Long Term Occasional Teacher required to complete report cards shall have access to dedicated computers to conduct administrative responsibilities and to complete report cards.

L19:10 The Principal shall ensure that every Long Term Occasional Teacher required to complete report cards receives training or assistance as necessary.

L19:11 When a long term occasional teaching assignment is completed prior to the required date for report cards to be submitted, the Long Term Occasional Teacher may be assigned to assist with the completion of report cards. In such an event, the Long Term Occasional Teacher shall be paid for the time to complete the report cards up to a maximum of two (2) days. The rate of pay shall be the rate the Long Term Occasional Teacher received during the long term assignment.

Access to Board Communications

L19.12 All Occasional Teachers shall be provided with a user I.D. and password, and access to the Board's, electronic communication systems including, but not limited to, UGshare, UGcloud and email systems.

L – ARTICLE 20 – LEAVES

L20:01 All teachers on the Occasional Teacher Roster will be granted, upon request, in writing, submitted on the Board approved form a leave of absence, from the Occasional Teachers Roster for up to, and including, one (1) school year. It is understood that such requests shall not be made in concert or in combination or by common understanding. An Occasional Teacher may not request more than two (2) consecutive year-long leaves.

L20:02 The Occasional Teacher's name shall be returned to the Occasional Teacher Roster at the end of the leave unless the Occasional Teacher requests otherwise.

Sick Leave

Local Language Superseded by Central Agreement (Part A), see [C6.00 SICK LEAVE](#) and [Letter of Agreement RE: Sick Leave](#)

L20:03 A Long Term Occasional Teacher shall be granted pro-rated sick leave credits on the formula of twenty (20) days per year if working full-time for a full year. It is understood that these days accumulate at the rate of two (2) days per month and are accorded at the beginning of each month of the teaching assignment.

Notwithstanding the foregoing, for Long Term Occasional assignments which are anticipated to be for a duration of five months or more, the days shall be credited at the beginning of the Long Term assignment.

These sick leave days shall be used for sick leave purposes only in the current school year of employment and shall not accumulate from one (1) school year to another unless the assignment carries over the following school year. Where a Teacher is placed on two (2) or more occasional assignments within the same school year, sick leave shall be cumulative for that school year only.

If a Long Term Occasional Teacher is appointed to the probationary or permanent staff of the Board for the ensuing school year without an intervening break in employment, then the employee shall carry forward as a credit any accumulative sick leave balances as of the preceding June 30th.

A Long Term Occasional Teacher who is absent due to illness in excess of five (5) consecutive school days must submit medical certification of such illness from a qualified physician. However, the Board may require medical certification where a Long Term Occasional Teacher is absent for less than five (5) days and states such absence was due to illness.

Other Leaves

L20.04 (a) For leaves not covered under the collective agreement a request for leave by a Long Term Occasional Teacher will be governed by Board Policy 411 –

Absences and Leaves as amended from time to time. (Copy attached – for information purposes only.)

The Board shall not amend or alter such entitlements in policy 411 without reviewing it in advance, with the union.

(b) Bereavement Leave:

Bereavement leave shall be granted to an Occasional Teacher in a Long Term assignment, as follows:

- i) For an absence occasioned by the death of a parent, spouse/partner or child, leave shall be granted for a period of up to 5 consecutive working days.
- ii) For an absence occasioned by the death of a sibling of employee or sibling of spouse/partner, leave shall be granted for a period of up to 3 consecutive working days
- iii) It is understood that one day's entitlement may be deferred for the purpose of interment and can be used at a later time, so long as the employee is still in a Long Term assignment at the time the deferred day is taken.
- iv) One (1) day's leave shall be granted to attend the funeral of the employee's grandparent.

(c) Illness in Immediate Family:

In case of illness of a spouse/partner, parent or child that requires an Occasional Teacher in a Long Term assignment's urgent personal attention, a leave will be granted up to two (2) days per year.

(d) Jury Duty/Witness:

In cases of legal commitments pertaining to Jury Duty or as a Witness required to attend court, leave will be granted for Occasional Teachers in a Long Term assignment so long as formal documentation is provided to the Board, to verify the Occasional Teacher's attendance at such. Any jury or witness fees paid to the Occasional Teacher (excluding any travel allowance they may be in receipt of from the province) shall be remitted back to the Board.

Voluntary Leave of Absence

L20:05 The time of any leave under this Article shall not count for experience or salary.

Leave For Union Business

L20:06 At the request of the Local, the Board shall grant paid release time to the Local President or designate in order to conduct Union business.

L20:07 The Union will reimburse the Board for costs incurred beyond forty (40) days under clauses 20:06 and 20:07.

L20:08 The person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, pension and the accumulation of seniority, sick leave and teaching experience as if employed by the board as a Long Term Occasional Teacher.

L20:09 The Board shall pay up to four (4) Occasional Teachers involved in negotiations for scheduled meetings with the Board which occur between the hours of 8:00 am and 5:00 pm as follows:

- a) Daily Occasional Teachers shall receive the appropriate daily rate, and
- b) Long Term Occasional Teachers shall receive the appropriate daily rate, pro-rated at the appropriate salary grid level.

Family Medical Leave or Critically Ill Child Care Leave

See Central Agreement (Part A) [C10.00 STATUTORY LEAVES OF ABSENCE/SEB](#)

L – ARTICLE 21 – PREGNANCY/PARENTAL LEAVE

See also Central Agreement (Part A) [C10.00 STATUTORY LEAVES OF ABSENCE/SEB](#)

L21:01 This Article shall apply to Long Term Occasional Teachers only.

L21:02 Upon application in writing, a Long Term Occasional Teacher who is pregnant and who has been employed by the Board at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence of at least seventeen (17) weeks.

L21:03 Seniority and credit for teaching experience shall continue to accumulate during such leave. It is understood that these entitlements would be calculated according to the expected duration of the Long Term Occasional Teacher's assignment had the Long Term Occasional Teacher not taken pregnancy leave.

L21:04 a) A Long Term Occasional Teacher may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

b) The Long Term Occasional Teacher shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

L21:05 In the case of a Long Term Occasional Teacher who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the Long Term Occasional Teacher expected to give birth, clause 21:04 will not apply. The procedure will be as indicated in clause 21:06 which follows.

L21:06 Within two (2) weeks of stopping work a Long Term Occasional Teacher described in clause 21:05 above must give the Board:

- a) a written notice of the date the pregnancy leave began or is to begin; and
- b) a certificate from a legally qualified medical practitioner that:
 - i) in the case of a Long Term Occasional Teacher who elects to stop working because of complications caused by the pregnancy, states the Long Term Occasional Teacher is unable to perform her duties because of complications caused by the pregnancy and states the expected birth date; or
 - ii) in any other case, states the date of birth, still-birth or miscarriage and the date the Member was expected to give birth.

L21:07 The pregnancy leave ends:

- a) the later of six (6) weeks after birth, still-birth or miscarriage, seventeen (17) weeks after the leave began, or;
- b) at an earlier date if Long Term Occasional Teacher gives the Board at least two (2) weeks written notice of the date.

L21:08 A Long Term Occasional Teacher returning from a pregnancy leave shall have the right to be assigned to the same position held prior to going on leave if the position at that location is still available, or to a comparable position if it is not available. It is understood that reinstatement in accordance with this clause applies only for the expected duration of the Long Term Occasional Teacher's assignment.

L – ARTICLE 22 - STATUTORY PARENTAL LEAVE

L22:01 For the purpose of this Article, parents shall be defined as one of the following:

- a) natural father or mother;
- b) adoptive father or mother;
- c) any person in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.

L22:02 Upon application in writing, a Long Term Occasional Teacher who has been employed by the Board for at least thirteen (13) weeks and who is a parent of a child is entitled to a leave of absence without pay following:

- a) the birth of the child; or

b) the coming of the child into custody, care and control of a parent for the first time.

L22:03 The Parental Leave of a Long Term Occasional Teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.

L22:04 For Long Term Occasional Teachers not covered under clause 22:03 Parental Leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

L22:05 The Long Term Occasional Teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.

L22:06 If a Long Term Occasional Teacher wishes to change the date when a Parental Leave is scheduled to begin the long-term Occasional Teacher must give written notice:

a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or

b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.

L22:07 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board immediately.

L22:08 The Parental Leave ends:

c) sixty-three (63) weeks after it begins; or

d) at an earlier date if the Member gives the Board at least two (2) weeks written notice before the earlier date; or

e) to a later date if the Member gives the Board at least two (2) weeks written notice before the date the leave was to end provided the parental leave does not extend beyond sixty-three (63) weeks.

L22:09 A Long Term Occasional Teacher returning from a parental leave shall have the right to be assigned to the same position held prior to going on leave if the position at that location is still available, or to a comparable position if it is not available. It is understood that reinstatement in accordance with this clause applies only for the expected duration of the Long Term Occasional Teacher's assignment.

L – ARTICLE 23 – UNION REPRESENTATION

L23:01 The Bargaining Unit shall continue to have access to the Board's courier service for communication with its members and with the Board's representatives.

L23:02 The Board shall provide Occasional Teachers with suitable meeting space on request, free of charge, provided this does not interrupt the instructional program. It is understood that any additional custodial costs incurred by the Board as a result of making meeting space available to the Union shall be borne by the Union.

L – ARTICLE 24 – CORRESPONDENCE

L24:01 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Senior Administrator of Human Resources, or designate, and to and from the President of the Local or designate.

L – ARTICLE 25 – PROFESSIONAL DEVELOPMENT

L25:01 The Board shall provide information to the Local about the professional development activities provided by the Board.

L25:02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.

L25:03 (a) A Long Term Occasional Teacher who is scheduled to work where there is a Professional Activity Day will be paid for the days and will be required to participate in the scheduled professional activity sessions.

(b) When requested by the Board, a Long Term Occasional Teacher who is not scheduled to work where there is a Professional Activity Day, may choose to attend, regardless of the FTE of the assignment. It is understood that they will be compensated for their attendance at their current rate.

L25:04 Effective September 1, 2024, the board shall remit, annually, the sum of eight thousand dollars (\$8000) to the Local for the education and professional development of its members.

L25:05 A Daily Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board or the Local. Requests are to be made to the activity organizer and approval is subject to the activity organizer's discretion.

L – ARTICLE 26 – BULLETIN BOARDS

L26:01 The Board agrees to supply space on its existing bulletin boards in elementary schools for the posting of notices which may be of interest to Occasional Teachers.

L26:02 The Union or the Local shall be permitted to post notices which it believes to be of interest to Occasional Teachers.

L – ARTICLE 27 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE

L27:01 An Occasional Teacher who is called for an assignment, who reports, and who finds that his or her services are not required shall be paid a half day's pay for reporting for duty for a half day assignment or a full day's pay for reporting for a full day's assignment. It is understood that the rate of pay is at the Daily Occasional Teacher rate.

L27:02 In the event of an emergency closure of a school or early dismissal for emergency reason, Occasional Teachers who were scheduled to work a full day shall receive a full day's pay and Occasional Teachers who were scheduled to work a half-day shall receive a half-day's pay.

L27:03 The Board shall give notice of cancellation of any pre-arranged assignment by 8:00 p.m. of the previous day. Cancellation by administration, made after this time will result in full payment for the original assignment. When an Occasional Teacher cancels the assignment, for any reason other than inclement weather, the Occasional Teacher shall give notice of cancellation of their assignment to the Board's automated system, and by email to the Principal as soon as possible.

L27:04 Notwithstanding 27:03, if Smart Find offers the Occasional Teacher an alternate assignment for the cancelled day's work that is within the parameters set forth by the teacher on the Subject Preference / Renewal Form, no payment is owing for the cancelled job.

L27:05 In all cases where an Occasional Teacher receives pay under this Article, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.

L27:06 An Occasional Teacher with two (2) consecutive days in one class shall be permitted to withdraw from a previously arranged assignment provided that the notice of withdrawal is received by 4:00 p.m. on the preceding day by the Smart Find system.

L27:07 The offer of an occasional teaching assignment should not be conditional on the willingness of the Occasional Teacher to prepare lessons for the day's work.

L27:08 Notwithstanding the cancellation or delay of buses, Occasional Teachers shall make every reasonable effort to arrive at their assignment school on time. If unable to travel to the assigned site, teachers should provide assistance at the nearest Upper Grand District School Board school in proximity to their residence. The Occasional Teacher shall notify the school where they accepted the original assignment of the circumstances. The Principal or designate will

determine if the job cancellation shall be entered into the Board's automated system. The Occasional Teacher shall be paid provided the Occasional Teacher attends for the duration of the assignment at an Upper Grand District School Board school.

L27:09 When inclement weather makes travel too dangerous to reach any Board school, the Occasional Teacher shall notify the school where they accepted the original assignment of the circumstances. The Principal or designate will determine if the job cancellation shall be entered into the Board's automated call out system. Payment for the assignment shall be determined in accordance with the Board's Inclement Weather Policy.

L – ARTICLE 28 – HARASSMENT

L28:01 The Board, in consultation with the Union, will develop, implement and maintain a harassment policy.

L28:02 An Occasional Teacher has the right to lodge a complaint of harassment with the Board without fear of reprisal or threat of reprisal for so doing.

L28:03 The complaint will be investigated and necessary actions will be taken to resolve the situation in accordance with the Board's harassment policy.

L – ARTICLE 29 – PAY EQUITY

L29:01 The Parties agree that persons covered by this Agreement shall continue to receive compensation without regard to their gender.

L29:02 It is jointly agreed by the Parties that the provision through this Collective Agreement of rates of pay for Daily Occasional Teachers and rates of pay based on qualifications and years of experience for Long Term Occasional Teachers represents a gender neutral evaluation system and a Pay equity Plan for the purposes of the Pay Equity Act.

L – ARTICLE 30 – BENEFITS

See also Central Agreement (Part A) [C5.00 BENEFITS](#) and [LETTER OF AGREEMENT #6 Re: Benefits](#)

L30:01 Subject to the agreement of the carriers, an Occasional Teacher may access the benefits package in effect under the Elementary Teachers' Collective Agreement. The Occasional Teacher is responsible for requesting benefits coverage. The following conditions shall apply:

- a) all benefits are to be paid one hundred percent (100%) by the Occasional Teacher;
- b) the Board shall receive premium payments from the Occasional Teacher

and remit premiums to the carriers;

c) benefits must be prepaid six (6) months at a time by the Occasional Teacher providing six (6) cheques postdated for the beginning of each month for the period of benefit coverage;

d) An Occasional Teacher who withdraws from the benefits plan is not entitled to any rebate. However, the Board would attempt to obtain a rebate from the carrier(s) on behalf of the teacher and, if successful, would pass on any rebate to the teacher.

e) Notwithstanding 30:01 (a) Occasional Teachers who have completed an assignment or assignments equivalent to 80 consecutive FTE days and have a further FTE assignment shall become eligible for extended health and dental benefits on the same basis as regular Elementary Teachers. (It is understood that a break in service of up to 5 consecutive days and/or July/August will be considered as continuous service).

f) Benefits will conclude at the end of the assignment unless there is no break in service.

Workplace Safety Insurance Benefits (WSIB) TOP UP Benefits

L30:02 a) Where an Occasional Teacher is receiving WSIB benefits, that teacher is entitled to receive WSIB top-up to 100% of their salary for a maximum of four (4) years and six (6) months without deduction from sick leave.

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

L – ARTICLE 31 – DURATION AND RENEWAL

Local Language Superseded by Central Agreement (Part A), see [C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL](#)

L31:01 This Agreement shall be in effect from September 1, 2022 and shall continue in force to and including August 31, 2026 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not more than ninety (90) days or less than thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

L31:02 Notwithstanding Article 31:01, either party may notify the other in writing, between April 1 and thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

L31:03 If either party gives notice of its desire to negotiate amendments in accordance with Article 31:01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for renewal of the Agreement in accordance with the Ontario Labour Relations Act.

L31:04 No changes can be made to this Agreement without the written mutual consent of the parties.

L31:05 This Agreement shall form the basis of computing all salaries and other conditions defined herein.

L31:06 Any amendments to this Agreement shall be made only by mutual consent, in writing, of the Parties to this Agreement.

L – ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY

L32:01 An Occasional Teacher shall have the right to report a health and safety concern without being disciplined.

Multi-Site Joint Health and Safety Committee Members

L32:02 The Union shall nominate an Occasional Teacher to serve on the Board's Multi-Site Joint Health and Safety Committee. The Joint Health and Safety Committee will continue to co-operate in the promotion of safety and safe working conditions. Meetings and school inspections shall take place during the regular school day.

L - ARTICLE 33 – WORKPLACE ACCOMMODATION PLAN

L33:01 a) When an accommodation plan is required, the Board, the Union, and the Occasional Teacher shall meet to cooperatively develop a modified return to work and/or accommodation program.

b) A teacher has the right to Union representation at any meeting where a return to work/accommodation program is being discussed. The Board shall notify the employee of this right.

Signatures

Dated and signed at Guelph, Ontario this 3rd day of October, 2024.

For the Board:



A handwritten signature in blue ink, consisting of a large, stylized initial 'R' followed by several loops and a long horizontal stroke, written over three horizontal lines.

For the Union:

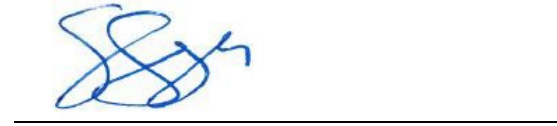


A handwritten signature in blue ink, appearing to be 'M. Howlett', written over a horizontal line.

Marina Howlett



A handwritten signature in blue ink, appearing to be 'Todd Rytun', written over a horizontal line.



A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, written over a horizontal line.


**L – LETTER OF AGREEMENT
between
The Upper Grand Elementary Occasional Teachers' Local
and
The Upper Grand District School Board**

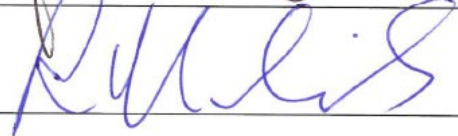
Re: Occasional Teacher Procedures Handbook

The parties will establish a committee with two representatives of the Board and two from the Union to review and revise, as required, the template for the Occasional Teacher Procedures Handbook. It is understood that one of the topics addressed shall include but not be limited to, the operationalization of travel between two work sites in a single day. The committee shall meet within ninety (90) instructional days of local ratification of the 2022-2026 Collective Agreement and complete its work within 1 year of time of ratification.

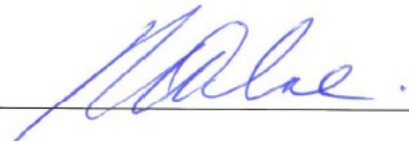
Dated and signed at Guelph, Ontario this 3rd day of October, 2024.

For the Board:





For the Union:



Marina Howlett





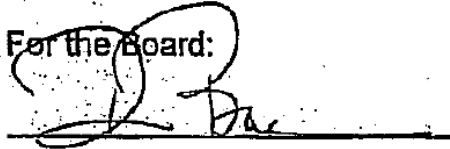
L – LETTER OF AGREEMENT
between
The Upper Grand Elementary Occasional Teachers' Local
and
The Upper Grand District School Board

Re: Pandemic

In the event of a pandemic which impacts upon the Upper Grand District School Board, the parties agree to meet to discuss the continued operation of Board/school functions with a reduced staff.


Dated and signed at Guelph, Ontario this 12th day of August, 2009.

For the Board:



Mark Rogers

For the Union:



Marina Howlett

L – LETTER OF AGREEMENT

**UPPER GRAND DISTRICT SCHOOL BOARD
For Elementary Teachers’ Federation of Ontario (ETFO),
Occasional Teachers’ Bargaining Unit, Upper Grand Local**

Re: Committee on Communicable Diseases

The Board and Union agree to establish a bargaining unit specific committee to examine issues related to communicable diseases. The issues addressed will include but not be limited to:

- Notification
- Accommodation
- Communication
- Measures to reduce exposure

The purpose is to assist the Board in the development of a protocol. The first meeting is to occur no later than sixty (60) school days following the ratification of the local agreement. Three (3) members of the Bargaining Unit shall be permitted to attend this committee without loss of salary or benefits. The Board shall pay the replacement cost, where necessary, for a Teacher attending a meeting of this Committee.


Dated and signed at Guelph, Ontario this 4th day of May, 2022.


For the Board:






For the Union:







Absences and Leaves Policy

HUMAN
RESOURCES

ABSENCES AND LEAVES

411

POLICY

It is the policy of the Upper Grand District School Board to consider granting absences and leaves to its employees for specific purposes.

Administrative Detail

1. It is the responsibility of the appropriate Superintendent to administer this Policy in accordance with the Absences and Leaves Procedures Manual 411-A.
2. Employees will apply for an absence or leave on the Request Under Absence and Leave Policy Form 411 (available from Human Resources).
3. Time allowed for various absences and leaves shall be in accordance with this policy unless superseded by a specific collective agreement.
4. This Policy will be reviewed every three (3) years or as required by legislative changes.

A. GENERAL

1. Prior consent for an absence shall be secured whenever possible.
2. Under special circumstances, the Director of Education, as outlined in this policy, may extend an absence/leave.
3. When an employee requests a leave of absence or becomes absent for a reason not specified in this Policy, the Director of Education shall decide whether to grant or refuse the request, the payment of salary and other benefits.
4. An employee may appeal to the Board, through the Director of Education, for a review of a ruling based on the application of this Policy.

B. ABSENCES WITHOUT LOSS OF SALARY AND BENEFITS

1. Bereavement

In special circumstances the leave may be extended at the sole discretion of the Director.

In cases of personal bereavement, leave will be granted as follows:

- a) Immediate family (e.g. parent, spouse/partner or child) - up to five (5) days.
 - b) Sibling of employee or sibling of spouse/partner - up to three (3) days.
 - c) Other: In consultation with the Principal/Supervisor and subject to the approval of the Director of Education.
2. Illness in Immediate Family
- a) In case of illness of a spouse/partner, parent or child that requires the employee's urgent personal attention, a leave will be granted up to two (2) days per year.

- b) This leave may be extended under exceptional circumstances in consultation with the Principal/Supervisor and subject to the approval of the Director of Education.

3. Attending Funerals

Principals/Supervisors, after consultation with the appropriate Superintendent, may allow a reasonable representation of employees to attend funerals.

4. Legal Commitments

In cases of legal commitments, leave will be granted as follows:

- a) Jury Duty - no time limit. Jury fee, exclusive of any travel allowance, will be remitted to the Board.
- b) Witness - no time limit. Witness fee, exclusive of any travel allowance, will be remitted to the Board.
- c) Plaintiff or defendant - at the discretion of the Director of Education.
- d) Quarantine or other order of health authorities - according to the provisions of the Education Act and other relevant legislation.

5. Post-Secondary Graduation Exercises

Employees may be granted a leave to a maximum of one (1) day per year for each of the following:

- a) to attend their own graduation ceremony;
- b) to attend the graduation ceremony of their spouse/partner;
- c) to attend the graduation ceremony of each child, providing that the ceremony occurs during normal working hours.

6. Examinations

Employees may be granted leave to write an examination scheduled during normal working hours as follows:

- a) examination centre is within 30 km. of work place - 1/2 day per examination;
- b) examination centre is beyond 30 km. of work place - one (1) day per examination;
- c) the maximum allowed to write an examination(s) is two (2) days per year.

7. External Educational Committees

Allowances for absence for employees serving as members of external educational committees will be set in consultation with the appropriate Superintendent.

8. Personal

Leaves up to one (1) day per year may be granted to an employee for personal reasons, if deemed reasonable by the appropriate Superintendent.

9. Religious Holy Days

Leaves may be granted for major Religious Holy Days for members of that religion.

10. Absences Due to Inclement Weather

- a) Notwithstanding the cancellation of buses, employees shall make every reasonable effort to arrive at their work site on time.

- b) After attempting to travel to their own school/worksite, and failing to do so, employees should provide assistance at the nearest school/worksite within the Board.
- c) Staff who wish to work at a different site must obtain the prior approval of their Principal/Supervisor.
- d) Time missed during the working day, due to inclement weather, will be defined as an absence.
- e) Occasional teachers are not to be used when teachers are absent due to inclement weather.
- f) If an employee is absent due to inclement weather, the employee must complete the Request Under Absence and Leave Policy Form 411, have it reviewed by the Principal/Supervisor and submitted to the appropriate Superintendent who will determine whether a leave will be granted.

C. ABSENCES WITH LOSS OF SALARY AND BENEFITS

- a) In certain situations, upon prior application, and receipt of approval, a leave may be granted to an employee but with loss of salary, cumulative sick leave and retirement allowances.
- b) It shall not be assumed that a willingness to forgo salary, ensures the acceptance of the employee's application for leave.