

COLLECTIVE AGREEMENT
between
UPPER CANADA DISTRICT SCHOOL BOARD
(herein called "the Board or "the Employer")



and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
representing
All occasional Teachers Employed in the Elementary Panel of the Board
(herein called "the Union")



September 1, 2014

to

August 31, 2017

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NOTE: Not all central provisions are applicable to occasional teachers, and not all central provisions are applicable to permanent teachers. Consult the specific central term/article to determine if it is applicable to permanent, occasional or long-term occasional teachers.

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PART A – CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

- C2.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.
- C2.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i) To file a dispute as a grievance with the Committee.
 - ii) To engage in settlement discussions.
 - iii) To mutually settle a grievance in accordance with d) i, below.
 - iv) To withdraw a grievance.
 - v) To mutually agree to refer a grievance to the local grievance procedure.
 - vi) To mutually agree to voluntary mediation.
 - vii) To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i) To give or withhold approval to any settlement by OPSBA.
 - ii) To participate in voluntary mediation.
 - iii) To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

C4.5 Mediation

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

C4.6 Arbitration

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

C5.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

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

Pursuant to b) above, the following will apply:

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

C6.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C6.1 Funding

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

C6.2 Cost Sharing

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

C6.3 Payment in Lieu of Benefits

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

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

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

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

C7.00 SICK LEAVE

Sick Leave/Short Term Leave and Disability Plan

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

the previous school year's allocation. 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 his/her 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 his/her 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 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 his/her full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

- i) Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii) This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii) Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.

- iv) In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v) When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

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

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

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

g) Administration

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

C8.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C8.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C8.2** The parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C8.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C8.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C9.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

C10.00 DIAGNOSTIC ASSESSMENT

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

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

- a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher or long-term occasional teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.

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

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

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

C11.2 Pregnancy Leave

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

C12.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

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

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

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Occasional Teacher Ability to Lock the Classroom Door

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Employment Insurance (E.I.) Rebate

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Special Education Committee

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

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

3.0.0 ELIGIBILITY and COVERAGE

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

information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

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

4.1.2 Upon the Board's participation date:

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

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

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

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

4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

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

4.1.5 The Trust shall determine employee co-pay, if any.

4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.

4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.

4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-up Costs

- 4.2.1 The Government of Ontario will provide:

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

the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

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

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

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

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

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.

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

5.2.0 Board of Trustees' Responsibilities

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

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the

adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.

- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

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

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

9.0.0 ERRORS and OMISSIONS

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

10.0.0 CLAIMS SUPPORT

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

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Status Quo Central Items Requiring Amendment and Incorporation

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

1. Short Term Paid Leaves

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

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

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

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

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

3. Pregnancy Leave Benefits

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

4. Salary, Wages and Direct Compensation

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

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

PART B – LOCAL TERMS

ARTICLE 1 – PURPOSE

- 1.01 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.
- 1.02 It is the purpose and intent of the Parties to this agreement to maintain harmonious relationships among the Employer, the Union, its committees and each Occasional Teacher member of the Union, and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer being the Upper Canada District School Board, hereinafter referred to as the Employer recognizes the Elementary Teachers' Federation of Ontario, hereinafter referred to as the Union as the bargaining agent for all Occasional Teachers employed by the Employer in the elementary panel.
- 2.02 The Union will inform the Employer from time to time of who is authorized to act on behalf of the Union.
- 2.03 The parties mutually recognize the right of each to receive such assistance by counsel or agent in all matters pertaining to the negotiation and administration of this agreement as each deems necessary.
- 2.04 Any issues concerning the implementation, interpretation, and/or maintenance of this Agreement shall be addressed through the Union President.

ARTICLE 3 – DEFINITIONS

- 3.01 Occasional Teacher shall mean an Occasional Teacher as defined in the Education Act.
- 3.02 Unless otherwise specified, days shall mean instructional days.
- 3.03 An instructional day shall be defined as eight (8) hours for the purposes of Employment Insurance calculation.
- 3.04 Occasional Teacher Roster shall mean a listing of all daily Casual and Long Term Occasional Teachers qualified to teach in Ontario, who have been accepted by the Employer to teach as Occasional Teachers in the elementary panel. The Roster will be ordered by seniority.
- 3.05 Long Term Occasional Hiring List shall mean a listing of all Occasional Teachers who have been screened and met the conditions outlined in Ontario Regulation 274/12

- 3.06 When required by the contract, the singular shall include the plural and the masculine shall include the feminine.
- 3.07 "Long Term Occasional Teacher" shall mean an Occasional Teacher who is required to teach for ten (10) or more consecutive days as a substitute for the same Teacher.
- 3.08 Casual Occasional Teacher shall mean an Occasional Teacher who is not a long term Occasional Teacher.

ARTICLE 4 – EFFECTIVE PERIOD

- 4.01 Amendments (deletions, additions or substitutions) to the clauses defined herein shall be made during the term of this Agreement only by mutual consent in writing of the parties. The parties agree to meet within twenty (20) days of receipt of notification from either party to discuss any proposed amendment(s).
- 4.02 There shall be no strike or lockout, as defined by the Labour Relations Act and the School Boards Collective Bargaining Act during the term of this Agreement or its continuation.

ARTICLE 5 – UNION MEMBERSHIP AND DUES

- 5.01 On each pay date on which an Occasional Teacher receives a pay, the Board shall deduct any dues or assessments levied by the Union in accordance with its constitution and/or by-laws.
- 5.02 Any amounts deducted in accordance with Article 5.01 above shall be remitted to the Treasurer of the Union by the fifteenth (15th) day of the month following the date of deduction.
- 5.03 The payment shall be accompanied by a dues submission list showing the names, wages earned, dues and assessments deducted, and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information the Employer shall, where available, provide the information in electronic form.
- 5.04 The Employer shall provide the Union and the Local President, by September 15th each year, a letter stating the total number of elementary occasional teaching days for the previous school year. Such days shall include the elementary casual and long term occasional teaching days.
- 5.05 At the request of the Union, the Employer shall make the appropriate payroll deductions from an Occasional Teacher's pay for the purpose of a local Union levy, the Union shall indemnify and save the Employer harmless from any and all claims, cost and expenses which the Employer may hereafter incur, suffer or be required to pay as a result of having made such deductions.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The Union recognizes that it is the exclusive right of the Employer to exercise the regular and customary functions of management and to direct the affairs of the Employer in all aspects subject only to the specific limitations of this Collective Agreement.
- 6.02
- a) An Occasional Teacher-Board Relations Committee shall be composed of three (3) members representing the Employer and three (3) members representing the Union.
 - b) The initial meeting shall be held within thirty (30) days of the signing of the Collective Agreement. Each school year the committee shall schedule regular meetings. The time and place of meetings will be determined at the first meeting.
 - c) The Committee shall discuss issues of concern to either the Employer or the Union but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.
- 6.03 Each Employee who is covered by this agreement agrees to permit the Employer to provide to the Union or to an authorized Union representative any and all personal information concerning any such Employee which may be reasonably required to assist in or advance the purposes of the collective bargaining and the effective administration of this Agreement. With regard to any information so released or provided, the Union and its members collectively and individually shall save the Employer harmless from any and all claims, actions or proceedings whatsoever.
- 6.04 The Employer agrees that its rights and responsibilities shall be exercised in a manner that is consistent with this Collective Agreement and the applicable Acts and Regulations.
- 6.05 The Employer agrees not to penalize or discriminate against any Occasional Teacher for participating in the lawful activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.
- 6.06 In accordance with the Human Rights Code of Ontario, there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced against any Employee on the basis of a prohibited ground or because of participation in the lawful activities of, or membership in the Union.

ARTICLE 7 – JUST CAUSE

- 7.01 No Occasional Teacher shall be demoted, discharged, dismissed or disciplined without just and sufficient cause. Such cause shall be provided to the Occasional Teacher in writing. It is recognized that a lesser standard applies to the termination of an Occasional Teacher who has not completed twenty (20) or more full-time equivalent teaching days in a school year.

- 7.02 Where practicable, prior to the imposition of any action listed in Article 7.01 above, there shall be a meeting held between the Occasional Teacher and an Employer representative to discuss the matter. The Occasional Teacher shall have the right to have a representative of the Union present.

ARTICLE 8 – OCCASIONAL TEACHERS’ ROSTER

Other provisions related to Regulation 274 Hiring Practices are found in LOA# 2 of Part A-Central Terms

- 8.01 Any Teacher qualified to teach in Ontario, and registered in good standing with the Ontario College of Teachers, may apply to be added to the Occasional Teacher Roster. The application shall be written and directed to the Employer through the Superintendent of Human Resources or designate. On approval and receipt by the Board of all required documentation, the Teacher’s name will be added to the master Roster at the Board Office and the Teacher will be informed in writing of his/her acceptance.
- 8.02 Approved teachers to the Roster will be assigned a seniority date.
- 8.03 The Employer shall furnish to the Union annually, by September 30th, the Roster of Occasional Teachers who are available for occasional teaching assignments in its elementary schools which shall include the following:
- name,
 - address,
 - telephone number,
 - OCT Number
 - Board email addresses
- 8.03.01 Updates of the Roster, divided into daily casual and Long Term Occasional Teachers, shall be sent electronically, to the Union on a monthly basis.
- 8.04 A roster of Occasional Teachers as described in Regulation 274 will be reviewed and updated no later than September 30 of each school year. Occasional teachers who object to their placement must notify Human Resources and the Union President in writing. Objections will be reviewed by a joint committee with equal representation. A final copy of the roster will be on the Board's intranet and provided electronically to the Union
- 8.05 An Occasional Teacher shall notify the Human Resources Department of the Employer, through the use of Self-Serve on the Board's internal website (Insite), of any changes of address and/or telephone number required by the Board. An Occasional Teacher shall update any changes to his/her telephone number in the Board's electronic absence reporting and replacement information system (UCARRIS) in order to be contacted regarding occasional teaching assignments.
- 8.06 An Occasional Teacher who has taught a minimum of ten (10) days during the current school year is eligible to renew to the Occasional Teacher Roster for the following school year. Occasional teachers will be reminded of the renewal deadline by June 1st. Occasional teachers who wish to remain on the Occasional Teacher Roster must

confirm their intention on or before June 30th in accordance with Board renewal procedures. Failure of the Occasional Teacher to fulfill these requirements will result in the Occasional teacher being removed from both the Roster and the Long Term Occasional Hiring List.

- 8.07 An Occasional Teacher's name shall be removed from the Roster and the Long Term Occasional Hiring List for the following reasons:
 - a) He/she is removed for just and sufficient cause. Should an Occasional Teacher be removed for just and sufficient cause, such cause shall be provided in writing to the Occasional Teacher within ten (10) days;
 - b) He/she asked to have their name removed;
 - c) He/she is on an approved leave of absence for one (1) year in accordance with Article 12.04;
- 8.08 The maximum number of Occasional Teachers on the Occasional Teacher Roster shall be six hundred and fifty (650). If the number of Occasional Teachers available does not thereby meet the needs of the Employer, the Employer may add additional Occasional Teachers to the Roster after consultation with the Union.
- 8.09 The Employer shall ensure that only Occasional Teachers on the Roster shall be called for assignment, except in unforeseen circumstances and emergency situations.
- 8.10 An Occasional Teacher who accepts a contract position with the UCDSB maintains the right to be placed on the Occasional Roster, as described in Ontario Regulation 274/12, for a period of up to three (3) years following her/his date of hire to the contract position, in the event the teacher is laid off from the permanent position. The teacher will maintain their seniority date during the 3 year timeframe.

ARTICLE 9 – COMPENSATION

- 9.01
 - a) The daily rate for an Occasional Teacher, inclusive of vacation pay entitlement, allowance in lieu of benefits and holiday pay, shall be determined in accordance with the Collective Agreement of the elementary panel employed by the Board. The new daily rate, as outlined in 9.01b, shall be effective on the dates identified.
 - b) A Casual Occasional Teacher, who holds a valid Ontario Teaching Certificate shall be paid a daily rate:

Effective September 1, 2014:	\$224.78
Effective September 1, 2015:	\$224.78
Effective September 1, 2016:	\$227.03
Effective on the 98 th day of September 2016-17 school year:	\$228.16

Such rate is inclusive of vacation pay, statutory holiday pay, and the allowance in lieu of benefits.

- c) A Long Term Occasional Teacher shall be paid in accordance with his or her qualifications and recognized teaching experience on the salary grid in place for the Collective Agreement in effect for full time elementary teachers employed by the Board.
 - A Teacher in category A shall not move beyond the penultimate experience step of category A until he/she meets the requirements outlined in the Pay Equity Plans.
 - Teachers shall be paid in category A until such time as they provide proof of a different category classification.
 - Teachers with less than full-time assignments shall be paid pro-rated based on their assignment percentage.
 - d) Effective September 1, 2008, each Occasional Teacher who attains Long Term Occasional Teacher status based on the completion of nine (9) consecutive instructional days worked in one (1) position shall, upon the tenth (10th) day in that position and retroactive to the first (1st) day of the assignment be placed on the salary grid as outlined in 9.01(c).
 - e) Grids per attached Appendix B.
- 9.02 Remuneration paid to Occasional Teachers will be pro-rated for assignments to positions on a less than full time basis but in no circumstances will an Occasional Teacher be paid for less than one-half (½) day.
- 9.03 For schools operating on the balanced day schedule, the half day will be deemed to occur at the end of 150 instructional minutes.
- 9.04 Occasional Teachers shall be paid every two weeks in arrears based on confirmed time sheets.
- 9.05 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be available electronically and/or by mail to the address on file in the Board's HRIS.
- 9.06 The following shall apply for the purposes of determining the annual salary appropriate to an Occasional Teacher's teaching experience:
- a) Credit shall be given for all full-time or part-time teaching experience in elementary and secondary schools in Canada. It is the responsibility of the Teacher to document all experience to the satisfaction of the Board.
 - b) Other teaching experience deemed by the Employer relevant to the Teacher's assignment shall be recognized to the maximum for the applicable category based on one step for every year. Areas to be considered include continuing education credit courses, teaching experience in a College of Applied Arts and Technology, University or Faculty, College of Education or teaching in an elementary or secondary school outside Canada.

- c) Teaching experience for a full-time assignment for a full school year shall be recognized as one full year credit.
- d) It is the responsibility of the Teacher to provide documents relating to teaching experience within forty-five (45) days of the beginning of the long term assignment, failing which the Teacher will remain at the originally assigned rate.
- e) Experience shall be calculated and applied as of September 1st, of each year.
- f) Experience as a Long Term Occasional Teacher in this Board in a continuous assignment replacing the same Teacher shall be credited for initial grid placement where such experience was acquired after September 1, 1997. Effective September 1, 2003, credit shall be granted for each day of the long term occasional teaching assignment. If such teaching was on a part-time basis the increment will be pro-rated. Where the calculation of experience results in a partial year, then 0.5 or greater will be rounded up and 0.499 or lesser will be rounded down.
- g) Casual Occasional Experience: Effective September 1, 2003, experience credit for casual daily teaching experience with the Board (acquired after September 2003), shall be granted at 0.5 for each day of teaching. If such teaching was on a part-time basis the increment will be pro-rated. Where the calculation of experience results in partial years 0.5 or greater will be rounded up and 0.499 or lesser will be rounded down. Any days not recognized for the purpose of calculating teaching experience shall carry forward to the next long term occasional teaching assignment.

Note to be applied to 9.06 (f) and (g):

- (1) this data as recorded in the Upper Canada District School Board HRIS system will be utilized in the calculation for this experience;
- (2) for calculation purposes the school year equals 194 days;
- (3) experience will be calculated at September 1 of each school year;
- (4) experience can be accumulated year to year;
- (5) effective for long term occasional assignments commencing after ratification;
- (6) example of experience calculation Appendix A.

9.07

- a) Effective September 1, 2003 Long Term Occasional Teachers shall be placed in the appropriate category for determination of salary grid placement according with a certification statement issued by QECO Programme 5.

Long Term Occasional Teachers who are presently rated for grid placement in accordance with a different QECO Programme shall not be adversely affected but may only advance to a higher category based on QECO Programme 5.

- b) When a course or courses which result in a category change have been successfully completed before September 1, and when relevant documents are submitted to the Board on or before December 31, the salary adjustment shall be retroactive to

September 1, or the start of the long term occasional assignment whichever is later. If the documents are not available for submission to the Board prior to December 31, the salary adjustment shall be retroactive to September 1, or the start of the long term occasional assignment, whichever is later, provided a copy of the Teacher's QECO application is sent to Human Resources prior to December 31.

- c) When a course or courses have been successfully completed between September 1 and December 31, and when relevant documents are submitted to the Board on or before June 30, the salary adjustment shall be retroactive to January 1, or the start of the long term occasional assignment, whichever is later. If the documents are not available for submission to the Board prior to June 30, the salary adjustments shall be retroactive to January 1, or the start of the assignment whichever is later, provided a copy of the Teacher's QECO application is sent to Human Resources prior to June 30.

ARTICLE 10 – CONDITIONS OF WORK

- 10.01 Each Occasional Teacher shall have reasonable and necessary access to classrooms, records, supplies and other equipment consistent with duties assigned.
- 10.02 The school day shall be 300 instructional minutes commencing with the start of the opening exercises or the start of the instruction, whichever comes first, and ending with the students' dismissal from the school for the day and exclusive of lunch and recess breaks.

Part time occasional teachers shall have their instruction to pupil time pro-rated.
- 10.03 An Occasional Teacher hired to replace an absent Teacher, and properly qualified for the position, may not be replaced by another Occasional Teacher prior to return of the Teacher being replaced except in cases of mutual agreement, or removal for disciplinary reasons or for incompetency.
- 10.04 The Principal or Vice-Principal or designate shall be the person responsible for engaging Occasional Teachers, and shall verify records for days worked.
- 10.05 The school shall provide the Occasional Teacher with any statement of policy concerning school discipline procedures, as well as any statement of classroom discipline and classroom procedures.
- 10.06 An Occasional Teacher shall be assigned the instructional and supervisory duties of the Teacher being replaced but shall not be assigned supervision prior to the commencement of the class on the first morning of an assignment or prior to the commencement of the class on the first day if it is a half-day assignment. This timetabled duty may be exchanged for another scheduled duty.
- 10.07 An Occasional Teacher who is required by the Employer to travel between schools or other places of employment shall be paid for such travel in accordance with the Board policy/practice, if the Teacher the Occasional Teacher is replacing normally receives mileage.

10.08 Each Occasional Teacher shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes for lunch free from supervisory, teaching, or other duties during the scheduled working day.

ARTICLE 11 – JOB POSTING AND NOTICES

11.01 The Employer will post electronically, copies of all job postings for full-time and part-time positions within the bargaining unit, for a period of not less than five (5) days. Occasional teachers covered under this collective agreement, will not incur a cost to register/update their information on the online application system.

11.02 When an occasional teaching position, arising as a result of a leave of absence which will exceed ten (10) consecutive instructional days, becomes available the Employer will post that position on its website for a period of not less than five (5) days.

11.03 Occasional Teachers on the Occasional Teacher list shall be given preference for all positions outlined in 11.02 in accordance with Ontario Regulation 274/12.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 A Long Term Occasional Teacher shall be granted a leave of absence with continuation of salary, benefits and other entitlements in the following circumstances:

- a) attendant on and coincident with the death of a spouse, parent, child or stepchild, brother or sister, ward, mother-in-law or father-in-law; a maximum of five (5) consecutive working days. It is understood that spouse includes common-law and same-sex partners.
- b) attendant on and coincident with the death of a brother-in-law or sister-in-law, son-in-law or daughter-in-law, grandparent, grandchild or person in loco parentis; a maximum of three (3) consecutive working days.
- c) attendant on and coincident with the death of an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; a maximum of one (1) working day.
- d) an Occasional Teacher shall be entitled, without loss of pay or benefits, to be absent from duty due to quarantine, jury duty or subpoena to court in any proceeding to which the Teacher is not one of the persons found guilty. The obligation to maintain pay and benefits shall cease on the last day of the scheduled long-term assignment or the last day of the current school year whichever is earlier.
- e) attendant on and coincident with the observance by the long term Occasional Teacher of his/her religion to a maximum of five (5) days in a school year. The occasional teacher must provide her/his Principal with two (2) week's notice of this leave.

12.02 Long Term Occasional Teacher shall be entitled to one (1) day of personal leave for each ninety-seven (97) school days worked in the long term assignment for serious and

unforeseen personal reasons. The teacher shall make the request to the Principal as soon as possible prior to taking the leave.

- 12.03 At the discretion of the Principal, an Occasional Teacher may be granted a special leave of absence without pay or benefits up to a maximum of two (2) days. While this time shall not count in any consideration of consecutive days or determination of sick leave credits, neither shall it be deemed an interruption of consecutive days.
- 12.04 On request in writing to the Superintendent of Human Resources or designate, an Occasional Teacher may be granted a leave of absence up to one (1) year without pay.

12.05 **Family Medical Leave and Critically Ill Child Care Leave**

Family Medical Leave and Critically Ill Child Care Leave are provided in section C11.1 Statutory Leaves of Absence/SEB – Part A Central Terms

- 12.05.01 Upon expiration of this leave, the Long Term Occasional Teacher shall be given the position held prior to the leave, should the teacher return during the term of the original position.

12.06 **External Term Secondments**

At the request of an external organization the Employer may approve paid release to an Occasional Teacher to complete a secondment with that organization. The Occasional Teacher shall be paid the rate she/he would have earned that day if the Occasional Teacher would have been teaching with the Employer. The external organization shall reimburse the Board for the full cost of the secondment. A secondment granted to a Long Term Occasional Teacher will not unduly impact the instructional program.

ARTICLE 13 – UNION BUSINESS LEAVE

- 13.01 At the request of the Union, the Employer shall grant paid-release to the members of the Union in order to conduct Union business. The member shall be paid the rate the member would have earned that day if the member would have been teaching for the Employer. The Union shall reimburse the Employer for the full cost of leave. Union release granted to a Long Term Occasional Teacher will not unduly impact the instructional program.
- 13.02 The persons named shall be treated for all purposes, including but not limited to the payment of salary, benefits, and accumulation of sick leave and occasional teaching experience as if employed.
- 13.03 The president of the Union Local shall be paid in accordance with the salary grid, based on A4 max, for each day of Union business, the Union shall reimburse the Board for the full cost of the leave.

ARTICLE 14 – PREGNANCY AND PARENTAL LEAVE

Pregnancy Leave

14.01

- a) A Long Term Occasional Teacher who is employed by the Employer for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance

with the Employment Standards Act. Such leave will normally terminate seventeen (17) weeks from commencement of leave, or six (6) weeks after the date of delivery, whichever is the later.

- b) A Long Term Occasional Teacher may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Employer one (1) weeks written notice of her intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner stating that she is able to resume her work.
 - c) A Long Term Occasional Teacher who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The Long Term Occasional Teacher giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified medical practitioner stating the expected birth date.
- 14.02 The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to a Long Term Occasional Teacher who adopts a child. It is understood that in cases of adoption, the Long Term Occasional Teacher may cease duty immediately when the child becomes available. The Long Term Occasional Teacher shall endeavor to give notice as soon as possible, but shall have given notice to adopt two (2) weeks prior to the commencement of the leave.

Pregnancy Leave SEB Plan

[Pregnancy Leave SEB is covered in section C11.2 Part A – Central Terms]

Parental Leave

14.03

- a) Subject to the provisions of the Employment Standards Act, a Long Term Occasional Teacher who has been employed by the Employer for at least thirteen (13) weeks will be entitled to a parental leave.
 - b) Parental leave must normally begin when the pregnancy leave ends, or within fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. It is understood that in cases of adoption, the Long Term Occasional Teacher may have to cease duty immediately when the child becomes available. The Long Term Occasional Teacher shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of leave.
 - c) Notwithstanding the above, a Long Term Occasional Teacher may request a lesser period of notice of return to duty.
- 14.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to thirty-five (35) consecutive weeks, if a pregnancy leave was taken, and thirty-seven (37) consecutive weeks otherwise. Credit for experience towards salary increments and sick leave accumulation shall continue during such leaves, where applicable.

- 14.05 If, during a pregnancy but prior to the commencement of a pregnancy leave, a Long Term Occasional Teacher obtains a certificate declaring her unable to continue teaching due to illness, a Long Term Occasional Teacher may use sick leave, if available.
- 14.06 For the full period of any pregnancy or parental leave granted under this Article, the Employer agrees to continue to offer coverage for the benefit plans in which the Long Term Occasional Teacher was enrolled at the commencement of the leave, provided that payment of premiums is maintained by the Teacher, unless the Long Term Occasional Teacher requests otherwise in writing.
- 14.07 At the discretion of the Employer, pregnancy and parental leave may be granted to a Long Term Occasional Teacher who has been employed with the Board for less than thirteen (13) weeks.
- 14.08 Upon expiration of a leave granted under this Article, the Long Term Occasional Teacher shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position. The Long Term Occasional Teacher shall endeavour to give the earliest possible notice of intent to return to duty, but must give notice to the Employer at least four (4) weeks prior to returning to duty.
- 14.09 An Employee may request a leave, following a parental leave, as per Article 12.04.
- 14.10 Subject to the just cause provisions of this agreement, the Employer may not terminate or layoff an Employee entitled to pregnancy or parental leave.
- 14.11 Part time Long Term Occasional Teachers shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.
- 14.12 Nothing in this Article shall remove from an Employee any entitlement under the Employment Standards Act.
- 14.13 A Long Term Occasional Teacher shall be entitled to a parenting leave of two (2) days with pay and without loss of benefits or experience, in any one school year, in addition to the day of birth of his/her child, to attend to the care of the child or family. In the case of adoption, these two (2) days shall be taken at the time of taking legal custody.

ARTICLE 15 – GRIEVANCE AND ARBITRATION PROCEDURE

- 15.01 A grievance is a dispute arising from the interpretation, application, administration or alleged violation of one or more provisions of this Collective Agreement, including a dispute as to whether a matter is arbitrable.
- 15.02 The only parties to a grievance are the Employer and the Union.
- 15.03 Where reference is made to days it shall mean school days.
- 15.04 A grievance involving or relating to an Occasional Teacher individually or a group of Occasional Teachers in similar circumstances shall only be processed through the Union.
- 15.05 Every grievance claim shall be delivered, in writing, to the other party and shall contain;

- a) a description of the factual circumstances alleged to constitute a violation of this agreement;
- b) a description of the specific provisions of the agreement allegedly violated;
- c) an indication of relief sought;
- d) the signature of a duly authorized official of the Union.

15.06 Informal Stage

Prior to submitting a formal grievance claim, an Occasional Teacher(s) is expected to have discussed the matter with the school Principal or other immediate supervisor within ten (10) days of the time when the Occasional Teacher(s) should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. An Occasional Teacher(s) shall have the right to have present a representative from the Union. The Principal or Supervisor shall answer the complaint in writing within five (5) days of receipt of the complaint. The right to have a representative from the Union present shall not unduly restrict the Employer to deal with emergent personnel matters.

15.07 Step One

The Union may file a grievance at Step One within ten (10) days of the informal stage. The grievance shall be filed with the Manager of Labour Relations, or designate, who may meet with the representative(s) of the Union and the grievor and shall answer the grievance, in writing, within ten (10) days after the receipt of the grievance.

Step Two

If no settlement is reached at Step One, the Union may within ten (10) days of the receipt of the written reply of the Manager of Labour Relations, or designate, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall meet with the representative(s) of the Union and the grievor within fifteen (15) days of notification by the Union that they wish to proceed to the grievance committee. The Employer's Grievance Committee shall respond to the Union, in writing, within ten (10) days. If the reply of the Employer's Grievance Committee is unacceptable to the Union, it may within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

- 15.08 Timelines as described in this Article are mandatory. However, they may be extended or waived by mutual agreement in writing.
- 15.09 If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and therefore re-instated if mediation is unsuccessful.
- 15.10 Unless mutually agreed in writing between the parties, no grievance claim can proceed to arbitration until all stages of the grievance procedure have been completed. Failure to respond to a grievance within timelines specified shall move the grievance to the next step.
- 15.11 Unless mutually agreed otherwise, i.e. the grievance procedure time-line extends past the last school day of the year, then the timelines will be suspended until the fifth (5th) school day in the following year.
- 15.12 Following notification of the intention to process the grievance to arbitration, the parties to each Collective Agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.

- 15.13 Within a further ten (10) days, the nominees shall either select a mutually agreed chairperson, or apply to the Labour Relations Board to appoint the chairperson of the Arbitration Board.
- 15.14 The sole arbitrator or the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.
- 15.15 The jurisdiction of the sole arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance, the terms of the agreement and the laws pertaining to education in Ontario. The sole arbitrator or Arbitration Board shall not, by his/her or its decision, add to, delete from, modify or otherwise amend the provisions of this Collective Agreement. The sole arbitrator's or Arbitration Board's decision shall be final and binding upon the parties.
- 15.16 The cost of the sole arbitrator or the chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two parties.
- 15.17 Should the investigation or processing of a grievance require that an Occasional Teacher's(s') grievors or grievance officer of the Union be released from his/her duties, such release shall be granted with pay.
- 15.18 If required, Occasional Teacher(s) shall be employed to cover the absence of any Occasional Teacher(s) attending the arbitration hearing. In the event that the grievance is not upheld, the Union shall reimburse the Employer for the cost of the Occasional Teacher(s) required.
- 15.19 Documents, communications and records dealing with a grievance involving discipline shall not become part of the personnel file of the grievor if the grievance is upheld in arbitration, or if the Employer rescinds the action that led to the filing of the grievance
- 15.20 The parties may initiate a policy or group grievance beginning at Step 2 of the grievance procedure. The parties shall initiate such grievance by giving notice to the other party within thirty (30) school days following the day that the cause for the grievance became known or reasonably ought to have become known to the grieving party.

ARTICLE 16 – ACCESS TO INFORMATION AND EVALUATIONS

Personnel Files

- 16.01 The personnel file pertaining to an Occasional Teacher shall be maintained in the Human Resources Department of the Employer. The file shall be available and open to the Occasional Teacher for inspection in the presence of an Employer's Human Resources Department Officer by appointment during the regular working hours of the department.
- 16.02 An Occasional Teacher shall be entitled, upon request, to copies without cost, of any materials contained in the Occasional Teacher's personnel file.
- 16.03 Where an Occasional Teacher authorizes, in writing, access to the Occasional Teacher's personnel file by another person acting on the Occasional Teacher's behalf, the Board

shall provide such access by appointment, as well as copies of the material contained therein.

- 16.04 If an Occasional Teacher disputes the accuracy or completeness of information in the personnel file the Employer shall, where possible, within (15) days from the receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Occasional Teacher, in writing, of its decision including reason for that decision. Where the Employer amends such information as per the above, the Employer shall at the request of the Occasional Teacher attempt to notify all persons who received a report based on inaccurate information.
- 16.05 *Medical Information*
Medical information received by the Employer respecting an Occasional Teacher shall be maintained in a confidential manner in the HR department in accordance with Regulations and will be accessible only to the Occasional Teacher, his/her authorized representative (with the written permission of the employee) or Employer officials requiring such information in the course of the performance of their duties.
- 16.06 *Performance Evaluation*
- 16.06.01 Long Term Occasional Teacher performance appraisals shall be conducted in accordance with the requirements of the UCDSB Occasional Teacher Framework and Evaluation and subject to the Occasional Teacher Evaluation: Provincial Framework and Evaluation as amended from time to time.
- 16.06.02 Only supervisory officers, principals and vice-principals, who are members of the College of Teachers, shall evaluate an occasional teacher's competence.
- 16.06.03 An occasional teacher shall be entitled to due process with respect to the evaluation of his/her performance.
- 16.06.04 Following an unsatisfactory appraisal, a teacher shall have the right to request ETFO representation at subsequent improvement plan meetings, pre-observation / post-observation meetings related to the teacher's request for an additional appraisal.
- 16.06.05 Evaluations shall be removed from an Occasional Teacher's file after four (4) years of active employment and returned to the Occasional Teacher if the Occasional Teacher so requests in writing.
- 16.07 *Documents Respecting Conduct*
Copies of any document related to the conduct or discipline of an Occasional Teacher shall be given to the Occasional Teacher within ten (10) working days. A copy shall also be placed in the personnel file.
- 16.08 *Signature Not Approval*
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.

16.09 Adverse Material To Be Removed

Disciplinary material shall be removed from a Teacher's personnel file after two (2) years of active employment and returned to the Occasional Teacher provided there has been no disciplinary action in the intervening period. Notwithstanding the foregoing, where the discipline involves proven incidents of physical interaction and/or harassment with a student, it shall be removed from the Occasional Teacher's personnel file after two (2) years of active employment and returned to the Occasional Teacher provided there has been no disciplinary action in the intervening period. No material removed from a Teacher's file shall be referred to or used against the Teacher in any way.

16.10 Criminal Reference Checks

- a) The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to regulation 521/01 of the Education Act or any other subsequent regulation or law dealing with the same matter are stored in a secure location and in a confidential manner. Access to such records and information shall be limited to the designated Board Employees, who are not members of the Local.
- b) The Board shall consult with the Local regarding any changes to the Board's operating procedures with respect to criminal reference checks and any changes the Board makes to the offence declaration form.
- c) The Board shall not release any information about a Teacher obtained pursuant to the Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

ARTICLE 17 – COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

17.01 The Employer shall provide electronic access to the current collective agreement in force between the Employer and the Union on its intranet site.

17.02 Upon written request, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this Collective Agreement.

ARTICLE 18 – MEDICAL PROCEDURES

18.01 Except for programs of general application throughout the system, an Occasional Teacher shall not be required to do any medical or physical procedures for pupils. Such procedures include routine administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped students, post-urinal drainage, manual expression of the bladder, toileting assistance, and any other medical or physical procedures. The administration of these procedures shall be by health services and/or other qualified personnel.

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

ARTICLE 19 – SERVICES NOT REQUIRED

- 19.01 The Employer shall give a minimum of three (3) hours' notice of cancellation of pre-arranged work assignment. In the case of a hazardous weather day or a school closure day, the Employer shall give a minimum of one and a half (1.5) hours notice of cancellation of pre-arranged work. Should a pre-arranged assignment be cancelled without such notice, the Employer shall pay the Occasional Teacher the pay they would have received for the assignment that day.
- 19.02 An Occasional Teacher called for a half day assignment, who reports, and who finds that his/her services are not required shall be paid a half day's pay for reporting to duty.
- 19.03 If the Occasional Teacher has been called in for a full-day assignment, he/she shall be paid a full day's pay for reporting for duty.
- 19.04 Long term occasional teaching assignments may be canceled by the Employer with five (5) days pay or upon five (5) days notice.
- 19.05 A Long Term Occasional Teacher will have first right of refusal to return to the same Long Term Occasional Assignment when the teacher being replaced advises within five (5) days of returning to their assignment they will be absent for a period of not less than ten (10) days.
- 19.06 An Occasional Teacher temporarily removed from the List, as a result of an allegation which occurred while they were teaching, shall have their pay pro-rated based on the average number of days worked over the last eight (8) weeks.
- 19.07 When, in consultation with the Principal or designate, a Long Term Occasional Teacher considers it hazardous to travel to or from school or to be in school, the long term occasional teacher shall be excused so long the hazard exists. When absences are due to hazardous weather conditions there shall be no deductions or loss of sick leave credit for LTOs.

ARTICLE 20 – BENEFITS

- 20.01 At the signing of an agreement accepting a Long Term Occasional teaching assignment with a term of six (6) months or more, a Long Term Occasional Teacher may request, in writing, to be enrolled in the Board's Occasional Teachers' benefit package, subject to the requirements of the carrier, and such request shall be granted. Such benefits will be effective from the date of the commencement of the assignment. Benefits shall be provided in accordance with the carrier's requirements, and premiums shall be paid by the Occasional Teacher.

[Benefit provisions are determined by the C6.00 and Letter of Agreement #6 of Part A – Central Terms]

ARTICLE 21 – SICK LEAVE

[Sick leave provisions are found in section C11.1 Part A – Central Terms]

ARTICLE 22 – HEALTH AND SAFETY

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

- 22.01 The parties agree that Occasional Teachers, Supervisors and Employers have rights and obligations with respect to protecting the health and safety of workers under the Occupational Health and Safety Act which is administered by the Ontario Ministry of Labour.
- 22.02 No Occasional Teacher shall be discharged, penalized or disciplined for making a complaint relating to health and safety or for otherwise seeking to exercise his/her rights with regard to health and safety.
- 22.03 An Occasional Teacher who receives compensation relating to duties on the Joint Health and Safety Committee shall be paid at the appropriate grid or daily rate as if the Occasional Teacher was performing his/her regular duties.

ARTICLE 23 – STRIKES AND LOCKOUTS

- 23.01 No Occasional Teacher shall be requested or required to perform the duties of any Employee of the Employer who is engaged in a lawful strike.

ARTICLE 24 – CORRESPONDENCE

- 24.01 All correspondence between the parties arising out of this Collective Agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.

ARTICLE 25 – PROFESSIONAL ACTIVITY DAYS AND PROFESSIONAL DEVELOPMENT/LEARNING

- 25.01 *Professional Activity Days*
 - 25.01.01 The Employer shall provide information to the Union about the professional development activities provided by the Employer.
 - 25.01.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
 - 25.01.03 A Long Term Occasional Teacher whose assignment extends over a period which includes a Professional Activity Day shall be paid for such day provided that the Occasional Teacher participated in the scheduled professional activities.
 - 25.01.04 An Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Employer. Requests are to be made in writing to the Superintendent of Human Resources or designate.

- 25.01.05 An Occasional Teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay. Requests are to be made, in writing, to the Superintendent of Human Resources or designate.
- 25.02 *Professional Development/Learning*
- 25.02.01 The Board shall establish a Professional Development/Learning Fund for its Occasional Teachers actively employed in the elementary panel to be applied in each school year for the benefit of improving the delivery of educational programs and services for elementary students.
- 25.02.02 The annual amount allocated to this fund shall be \$8,000.00. Unexpended monies in the fund, at the conclusion of the school year, shall remain in the fund.
- 25.02.03 The Professional Development/Learning Fund shall be administered by a Joint Board/Union Committee with equal representation. The Joint Committee shall be co-chaired by representatives of the Board and the Union. Terms of reference, guidelines, application, and reporting procedures shall be developed jointly by the Union and the Board.

ARTICLE 26 – ELECTRONIC SUPPORT SYSTEM

- 26.01 During the term of the Collective Agreement the Board will be converting several administrative applications to an electronic format. For the purposes of this agreement, the Board agrees to notify the Union of these changes. The Union shall have electronic access to all documents relevant to the Collective Agreement from the Union office.

ARTICLE 27 – CONTACT INFORMATION

- 27.01 Each member will keep the Human Resources department informed in writing, of his/her current address and telephone number. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach such a teacher and any notice sent by the Board to the address or UCDSB e-mail address of the teacher which appears on the Board's Human Resources records shall be conclusively deemed to have been received by the teacher.

LETTER OF UNDERSTANDING
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
ETFO-UCOL

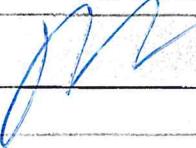
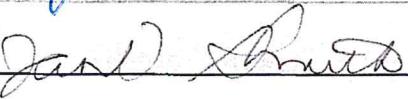
RE: An Occasional Assignment for Multiple Teachers

The parties agree that when an occasional assignment involves replacing more than one teacher, including but not limited to:

- Preparation time payback
- Coverage for IPRC meeting
- Learning Hubs

The Board will make every effort to ensure that the teacher is advised of this type of assignment through the board's absence replacement system. Over the course of this agreement this matter will be reviewed and issues discussed at TBRC meetings as per Article 6.02.

Dated at Brockville, Ontario this 7th day of December, 2015.

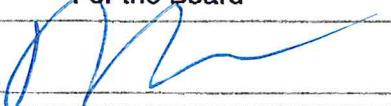
For the Board	For the Union
 _____ 	 _____ 

LETTER OF UNDERSTANDING
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
ETFO-UCOL

Professional Development/Learning Fund

The parties agree that, within sixty (60) days of ratification, the Board will apply to the appropriate agency (Service Canada: EI Premium Reduction Program) for determination of eligibility for the EI Rebate under this program. On approval, or September 1, 2016 or whichever comes later, and within the parameters stipulated by the agency, the Board will apply the appropriate portion of the EI rebate attributable to the union to the Professional Development/Learning Fund.

Dated at Brockville, Ontario this 7th day of December, 2015.

For the Board	For the Union
 Jim Bruce	

APPENDIX A – EXPERIENCE CALCULATIONS

Example of Experience Calculation for Initial Placement in Long Term Occasional Assignment

(1) LTO Assignment 40 days = 40 days
Daily Occasional 80 days = 40 days

Total = 80 days = 0.41 year

The above will result in no change to grid placement for that year.

(2) LTO Assignment 120 days = 120 days
Daily Occasional 46 days = 23 days

Total = 143 days = 0.74 year

The above will result in a change to grid placement for that year.

APPENDIX B – GRIDS

Salary Grid September 1, 2014- August 31, 2016

Years of teaching experience	A0 / Gp0	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	\$41,455	\$46,349	\$47,747	\$52,262	\$55,077
1	\$44,166	\$48,884	\$50,514	\$55,368	\$58,371
2	\$46,879	\$51,422	\$53,277	\$58,474	\$61,660
3	\$49,590	\$53,958	\$56,040	\$61,575	\$64,954
4	\$52,301	\$56,494	\$58,803	\$64,675	\$68,248
5	\$55,013	\$59,034	\$61,571	\$67,780	\$71,542
6	\$57,726	\$61,571	\$64,335	\$70,881	\$74,834
7	\$60,439	\$64,105	\$67,099	\$73,988	\$78,127
8	\$63,149	\$66,643	\$69,861	\$77,089	\$81,421
9	\$65,865	\$69,179	\$72,626	\$80,193	\$84,712
10	\$68,575	\$71,716	\$75,391	\$83,298	\$88,005
11	\$71,288	\$76,794	\$80,917	\$89,501	\$94,603
12	\$76,794	-	-	-	-

2016-2017 Salary Grid (rounded up to the next whole dollar)

Effective September 1, 2016

Years of teaching experience	A0 / Gp0	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	\$41,870	\$46,813	\$48,225	\$52,785	\$55,628
1	\$44,608	\$49,373	\$51,020	\$55,922	\$58,955
2	\$47,348	\$51,937	\$53,810	\$59,059	\$62,277
3	\$50,086	\$54,498	\$56,601	\$62,191	\$65,604
4	\$52,825	\$57,059	\$59,392	\$65,322	\$68,931
5	\$55,564	\$59,625	\$62,187	\$68,458	\$72,258
6	\$58,304	\$62,187	\$64,979	\$71,590	\$75,583
7	\$61,044	\$64,747	\$67,770	\$74,728	\$78,909
8	\$63,781	\$67,310	\$70,560	\$77,860	\$82,236
9	\$66,524	\$69,871	\$73,353	\$80,995	\$85,560
10	\$69,261	\$72,434	\$76,145	\$84,131	\$88,886
11	\$72,001	\$77,562	\$81,727	\$90,397	\$95,550
12	\$77,562	-	-	-	-

2016-2017 Salary Grid (rounded up to the next whole dollar)

Effective the 98th day of the 2016/2017 school year

Years of teaching experience	A0 / Gp0	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	\$42,080	\$47,048	\$48,467	\$53,049	\$55,907
1	\$44,832	\$49,620	\$51,276	\$56,202	\$59,250
2	\$47,585	\$52,197	\$54,080	\$59,355	\$62,589
3	\$50,337	\$54,771	\$56,885	\$62,502	\$65,933
4	\$53,090	\$57,345	\$59,689	\$65,649	\$69,276
5	\$55,842	\$59,924	\$62,498	\$68,801	\$72,620
6	\$58,596	\$62,498	\$65,304	\$71,948	\$75,961
7	\$61,350	\$65,071	\$68,109	\$75,102	\$79,304
8	\$64,100	\$67,647	\$70,913	\$78,250	\$82,648
9	\$66,857	\$70,221	\$73,720	\$81,400	\$85,988
10	\$69,608	\$72,797	\$76,526	\$84,552	\$89,331
11	\$72,362	\$77,950	\$82,136	\$90,849	\$96,028
12	\$77,950	-	-	-	-

COLLECTIVE AGREEMENT
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
ETFO-UCOL

Signed in Brockville and Kemptville, Ontario

For the Union

President

Date

For the Board

Chair

Date

Chief Negotiator

Date

Director

Date