

COLLECTIVE AGREEMENT

between

**The Lambton Kent District School Board
(hereinafter called the "Board")**



and



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

Representing

**The Occasional Teachers
of the Elementary Teachers' Federation of Ontario
Employed by the Board
(hereinafter called the "Local")**

September 1, 2019

to

August 31, 2022

NOTE: Not all central provisions are applicable to ETFO-LKEOT members. Consult the specific central terms to determine what is applicable to permanent, occasional or long-term occasional teachers.

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PART A:

**CENTRAL
AGREEMENT**

ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

C2.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.

C2.4 “Employee” shall be defined as per the *Employment Standards Act*.

C2.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022 inclusive.

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

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

C3.5 Amendment of Terms

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

C3.6 Notice to Bargain

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

iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

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

C4.5 Mediation

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

C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator.

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

C5.00 BENEFITS

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

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

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

C5.3 Funding

- a) All funding in c) and d) shall be subject to the following conditions:
- i. No enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement that exceeds 1% of total benefits costs. For clarity, the total value of all Plan enhancements made up to August 31, 2022 shall not exceed 1% of the annual ETFO Teachers' Benefits Plan costs for the year in which the enhancement is made. The ETFO ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases at the ELHT's expense, should the parties request it.
 - ii. Should Plan enhancements of greater than 1% of total benefits costs be made, funding outlined in c) shall be reversed for that year beginning in the month that the Plan enhancement was made, and ETFO shall no longer be eligible for a payment under d) for the duration of the term of the collective agreement.
 - iii. Should these Plan enhancements be reversed, funding shall be reinstated at the levels outlined in c) beginning in the month that the plan enhancement was reversed. However, the eligibility for a payment under d) shall not be reinstated.
- b) Funding amounts for benefits maintenance or improvements:
- i. September 1, 2019: 1%
 - ii. September 1, 2020: 1%
 - iii. September 1, 2021: 1%
- c) In addition to b) funding amounts for inflation:
- i. September 1, 2019: 3%
 - ii. September 1, 2020: 3%
 - iii. September 1, 2021: 3%
- d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:
- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the ETFO Teachers' Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the Employer contributions for the ETFO Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO Trust in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

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

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.

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

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

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

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

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

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

g) **Administration**

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

Additionally, at the local level School Boards and locals shall meet regarding:

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

C9.00 DIAGNOSTIC ASSESSMENT

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

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

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

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

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

C10.2 Pregnancy Leave

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

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

Re: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

Re: Occasional Teacher Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo until August 31, 2022. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

- Student Supervision
- Central Issues as they affect Occasional Teacher Workload
- Formula for Daily Rate
- Staffing Levels (except as otherwise noted in this agreement)
- Teaching Principals and Vice-Principals
- Return to the Teacher Bargaining Unit
- Preparation Time (excluding scheduling)

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

Re: Class Size Data

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

Re: Support for Students Committee

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

Therefore, a provincial committee, with representatives comprised of:

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

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

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

Historical Appendix of Central Terms – For Reference Only

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 Employer representatives. The Board of Trustees will include among its members two independent experts, one representing the Employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the Employer representatives will be responsible for the appointment and termination of the Employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2 The appointed independent experts will:
 - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the School Boards and the Government;
 - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 All voting requires a simple majority to carry.
- 2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

- 4.1.1 Each Board shall pay an amount equal to 1/12th 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

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

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

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

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

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

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

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

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

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

5.2.0 Board of Trustees' Responsibilities

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

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

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

5.3.0 Accountability

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

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

- 8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new Teachers/members within a reasonable amount of time from their acceptance of employment.
- 8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 8.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 8.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

9.0.0 ERRORS and OMISSIONS

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

10.0.0 CLAIMS SUPPORT

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

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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



PART B:

**LOCAL
AGREEMENT**

ARTICLE L100 PURPOSE

- L101** It is the purpose and intent of the Parties in this Collective Agreement hereinafter referred to as the Agreement to set forth the terms and conditions of employment together with salaries and allowances which govern the Elementary Occasional Teachers who are covered by this Agreement.

ARTICLE L200 SCOPE AND RECOGNITION

- L201** The employer being the Lambton Kent District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all Occasional Teachers employed by the Board in its elementary panel.

The Board recognizes the negotiating team of the Local as the party authorized to negotiate on behalf of the Union.

The Union will inform the Board on a yearly basis of who is authorized to act on behalf of the Union.

- L202** All Elementary Occasional Teachers shall be covered by this Agreement including part-time elementary teachers when employed as Occasional Teachers.
- L203** The Board recognizes the right of the Local to authorize ETFO or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement. The Local recognizes the right of the Board to similar representation in this Collective Agreement.

ARTICLE L300 DEFINITIONS

- L301** **Occasional Teacher** shall bear the meaning given in the Education Act. They shall be a member in good standing with the College of Teachers.
- L302** **A Long-Term Occasional Teacher** means an occasional teacher who is employed for an extended period of time in the same position. The days to long-term shall be ten (10) or more consecutive part or full days in the same assignment.
- L303** **Broken Long-Term:** In the event that a long-term Occasional Teacher's assignment is interrupted by the regular teacher's return for a period of ten (10) days or less, and the regular teacher again becomes unavailable, for the same initial reason, the same Occasional Teacher will subsequently be rehired, if available, and the long-term assignment will be deemed to be uninterrupted.
- L304** **A Short-Term Occasional Teacher** means an Occasional Teacher who is required to teach for a period that is less than ten (10) consecutive teaching days and is hired on a day-to-day basis.
- L305** **Occasional Teacher Roster** shall mean a roster of Occasional Teachers who have been hired by the Board as Occasional Teachers in the elementary panel in Lambton Kent.

- L306 Probationary Occasional Teacher** refers to a newly hired or rehired Occasional Teacher. Probationary Occasional Teachers shall serve a probationary period of twenty (20) days of teaching. During the probationary period, the Occasional Teacher shall be entitled to all rights and privileges of this Agreement. The employment of such Occasional Teachers may be terminated with just and sufficient cause at any time during the probationary period with recourse to the grievance procedure.
- L307 "Board"** shall mean the "Board" and its predecessors.
- L308 Seniority** shall be based on the first day worked after being placed on the active Occasional Teacher Roster. Where there is a tie, the more senior Occasional Teacher shall be determined by using the following qualifiers in the order shown:
1. Date of first hire by the Lambton, Kent, or Lambton Kent Board as an Occasional Teacher in the Elementary panel.
 2. Total number of days worked as an Elementary Occasional Teacher for the Lambton, Kent, or Lambton Kent Boards.
 3. Where there is still a tie, the senior Occasional Teacher shall be determined by lot by the Superintendent in the presence of the Local's President.
- L309 School Day** shall mean any instructional day and any professional activity day.

ARTICLE L400 UNION DUES AND ASSESSMENTS

- L401** On each pay date on which an employee is paid the Board shall deduct from each Occasional Teacher the ETFO dues and any dues chargeable by the Local or an equivalent amount. The amounts shall be determined by ETFO and/or Local in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- L402** The ETFO dues deducted in L401 shall be remitted to the General Secretary of ETFO no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list showing the names, addresses, wages earned, days worked, wages for the period, amounts deducted, FTE, Ministry Identification Number (MIDENT) and OCT number. The Board shall provide the information in electronic format.
- L403** Dues specified by the Local in L401, if any, shall be deducted and remitted to the Treasurer of ETFO-LKEOT, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L404** ETFO and/or the Local, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by ETFO and/or the Local.

**ARTICLE L500
RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

L501 The Union recognizes that it is the function of the Board to manage the affairs of its school system and all rights shall remain exclusively with the Board, except as specifically limited by the provisions of this Collective Agreement. Without restricting the rights set out above, the Union recognizes the rights of the Board to hire, direct, and classify all Occasional Teachers and the right to discipline and discharge, for just cause, any Occasional Teacher subject to the right of an Occasional Teacher to lodge a grievance in a manner and to the extent herein provided.

L502 JUST CAUSE

(a) No Occasional Teacher shall be demoted, discharged, or be disciplined in any way without just cause. Such cause shall be provided to the Occasional Teacher in writing, within five (5) working days from the time the Occasional Teacher is informed of any such action. The five (5) working days will be ten (10) calendar days during the summer break.

(b) Prior to the imposition of any of the actions listed in (a), there shall be a meeting held between the Occasional Teacher and a Board representative to discuss the matter. The Occasional Teacher shall have a representative of the Union present.

(c) An Occasional Teacher given a suspension pending the outcome of an investigation shall be paid during the suspension period. Pay during the suspension period will be based on the average amount of pay during the previous four (4) weeks preceding the date of the offence.

L503 EVALUATIONS

The Superintendent charged with the responsibility for elementary school operations and for elementary Occasional Teacher evaluations will establish a committee with representation from the Local. This committee will assist the Superintendent in the development of a uniform evaluation procedure for Occasional Teachers.

L504 Only supervisory officers, elementary Principals and Vice-principals, who are members of the Ontario College of Teachers, shall evaluate an Occasional Teacher.

L505 If there is a dispute as to the accuracy of any material on file, said dispute may be the subject of a grievance.

L506 DURATION OF LONG-TERM ASSIGNMENT

(a) The starting and ending dates of any long-term occasional assignment shall be agreed upon by the Occasional Teacher and the Board prior to the commencement of the assignment. Any change to these dates shall be by written agreement.

(b) The Board shall provide at least two weeks' notice or two weeks' pay in lieu of notice to the Occasional Teacher should it become necessary to shorten the assignment.

L507 STRIKE AND LOCKOUT

(a) The Board and the Union agree that there shall be no strike or lockout for the term of this Agreement. Strike and Lockout shall be as defined in the Ontario Labour Relations Act.

(b) An Occasional Teacher who declines to cross a picket line will not be subject to disciplinary action but will not be eligible for payment for any day not worked.

L508 Occasional Teachers shall not be requested to transport students in their personal vehicle or any other vehicle.

**ARTICLE L600
UNION MEMBERSHIP**

- L601** (a) All employees shall, as a condition of employment, maintain their Union membership, and remain Union members in good standing.
- (b) New employees shall be provided by the Board with a copy of the current Collective Agreement in effect at the date of hire.
- L602** The Board agrees not to penalize or discriminate against any Board employee for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.
- L603** Upon ratification of a new Collective Agreement, the Board shall post for the use of members a copy of the Collective Agreement on the Board's Web Site.

**ARTICLE L700
TERM OF AGREEMENT**

NOTE: Refer to Central Agreement C3.00 Length of Term/Notice to Bargain/Renewal.

- L701** This document constitutes the entire Agreement between the Union and the Board. Any amendments to the articles defined herein shall be in writing and by mutual consent of the Parties. The Parties, as determined by their respective bargaining procedures, can make no change to this agreement without submitting the changes for ratification.

**ARTICLE L800
OCCASIONAL TEACHER ROSTER**

- L801** Only those Occasional Teachers whose names are on the Roster shall be called for short-term and long-term occasional teaching.
- L802** (a) To be eligible for inclusion on the Occasional Teacher Roster, an Occasional Teacher must have an Ontario Teaching Certificate and must be a member, in good standing, of the College of Teachers.
- (b) All certification and required documentation must be submitted before a candidate's name is placed on the Occasional Teacher Roster.
- (c) Qualified Occasional Teachers shall replace Teachers who are absent, except as provided by Ontario Statutes.
- (d) Teachers of home instruction, paid by the Board to teach elementary pupils, who were hired from the Occasional Teacher Roster will have dues deducted for such employment in accordance with Article L401.

- L803** (a) Occasional Teachers shall notify the Human Resources Department of the Board, in writing, of any changes of name, address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- (b) The Board agrees to review the composition of the Occasional Teacher Roster by September 15th of each school year to ensure that it contains only the names of those Occasional Teachers available to teach for the Board.
- (c) The Roster shall also include the names of Occasional Teachers on long-term assignments and extended leaves who will be listed as unavailable. Where possible, a return to work date will be indicated. A copy of the updated Roster will be provided electronically to the Local.
- L804** (a) The Occasional Teacher Roster in existence on September 15th in each school year shall be the Roster for the duration of that school year subject to the Board having the right to add to the Occasional Teacher Roster to meet program needs and/or recruit teachers who have qualifications in an area where a teaching shortage exists. The Board shall consult the Local when additions to the Occasional Teacher Roster are needed. The Local will receive written notice of all newly-hired Occasional Teachers or deletions to the Occasional Teacher Roster as they occur.
- (b) School administration will have access to the Roster of Occasional Teachers and a specific list of those teachers willing to supply in a particular school through LKARS. Confidential information will not be posted.
- L805** (a) On or about September 15th and January 15th of each school year, and as requested by the President of the Local, the Board will provide the Local with the names, addresses, telephone number, working locations, classification (grades and/ or subject areas) of all Occasional Teachers on the Occasional Teacher Roster.
- (b) The Union will be provided an electronic file to facilitate their mail label production. This file shall be forwarded to the Union on request.
- (c) The Board shall provide the Local with a list of all Permanent and Long-Term teaching assignments on a monthly basis with the start and end dates, where known, and the list of applicants and the successful hires for each assignment.
- (d) Any information regarding the status of a Member which can be made available, any information which is public information because it has been part of a Board report in public session, and any information regarding teacher salaries will be provided to the Bargaining Unit upon written request.
- L806** (a) Occasional Teachers and part-time Elementary Teachers on the Roster must confirm and/or update their LKARS profile and intention to remain on the Roster for the next school year by accessing the information through the LKARS site. Confirmation of this information must be completed through the Board's Webmail, or by written notice by May 31st of each year. Failure to complete shall constitute removal from the Occasional Teacher Roster with no grievance rights.
- (b) Any Occasional Teacher who has not taught one (1) day in the previous school year, shall be removed from the Occasional Teacher Roster, except those who have been granted an extended leave in Article L901(b) and/or Article L904. Also, one (1) day of Federation Release Time granted to Occasional Teacher Local Representatives will be equivalent to one (1) day of teaching. The Board will be notified of the name(s) of any affected Union representatives by June 30th.
- (c) Five (5) hours of home instruction will be equivalent to one (1) day of teaching for the purpose of staying on the Occasional Teacher Roster.

ARTICLE L900 LEAVES OF ABSENCE

NOTE: Refer to Central Agreement C6.00 (f) Sick Leave.

L901 MISCELLANEOUS LEAVES

(a) SHORT-TERM LEAVES

Upon application to the Superintendent of Human Resources short-term leaves of absence may be granted on a without pay basis for reasons deemed satisfactory by said Superintendent. The leave will not be considered as interrupting the long-term occasional teaching assignment.

(b) EXTENDED LEAVES WITHOUT PAY

All non-probationary Occasional Teachers on the Occasional Teacher Roster may request to be listed as unavailable for a period of up to and including one (1) school year. The Occasional Teacher shall be returned to available status upon written notice to the Board. Failure to notify the Board within ten (10) days of expiration of the leave will result in removal from the Occasional Teacher Roster.

(c) An Occasional Teacher on a short-term assignment who becomes ill for (one) 1 day will be eligible to return the next day with no break in the continuance of that assignment.

L902 LEAVES OF ABSENCE WITH PAY

Except as otherwise specified, all leaves under this Article shall apply to Long-Term Occasional Teachers.

An Occasional Teacher shall be granted a leave of absence with pay and no loss of sick leave in respect of absence occasioned by the leaves listed below. None of these leaves shall constitute a break in service, and during these leaves Occasional Teachers shall continue to accumulate credit for teaching experience, seniority and any other relevant entitlements under this Collective Agreement.

(a) BEREAVEMENT LEAVE

(i) A leave for up to five (5) days for a death in the family (spouse, common-law partner, child, sibling, parent, or grandparent).

(ii) A leave of up to three (3) days for the death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, or total dependent. This also applies to lesser kin living in the same home.

(iii) A one (1) day leave for the purpose of attending a funeral in support of a grieving close personal friend or relative not covered in L902(ii).

(b) COURT LEAVE

(i) A leave for attendance in court as a subpoenaed witness (where the Occasional Teacher is not a party to the action) or for jury duty, provided that witness fees or jury fees received are turned over to the Board.

(ii) A Short/Long-Term Occasional Teacher who is subpoenaed as a witness for a school-related incident shall be paid their daily rate for each day required.

(c) QUARANTINE

An Occasional Teacher shall be granted a leave of absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon their duties.

(d) DISCRETIONARY LEAVE

A leave of up to five (5) days for miscellaneous reasons or for absences due to extenuating circumstances may be granted by the Director of Education. This Discretionary Leave may be in addition to any leave granted under Article L902.

(e) CHANGES IN TERMS OF LEAVE

Changes in terms of a leave of absence under this Article may be made only by mutual consent of the Occasional Teacher and the Board.

(f) LEAVE WITH COST OF SUPPLY

A two (2) day leave may be granted for personal circumstances provided there is no disruption to program.

L903 RETURN FROM LEAVE

In the event that an Occasional Teacher's long-term assignment is interrupted due to illness or other leave, the original Occasional Teacher will continue that assignment, upon notifying the Principal.

L904 PREGNANCY/PARENTAL LEAVE WITHOUT PAY (see also Article C10.2)

(a) An Occasional Teacher may request and the Board shall grant Pregnancy and/or Parental Leave as provided for by the current Employment Standards Act.

(b) The Occasional Teacher is required to stipulate the date on which the teacher will resume duties on the Request for Leave of Absence. Failure to report for duty on the agreed date will make the Teacher subject for dismissal, unless a change to the return to duty date has been mutually agreed upon between the Board and the Occasional Teacher.

(c) ADOPTION LEAVE

An Occasional Teacher who wishes to adopt a child shall be granted a leave of absence as provided for by the current Employment Standards Act.

(d) CHILD CARE LEAVE

Upon request an Occasional Teacher shall be given an unpaid Child Care Leave for up to two (2) years.

(e) EARLY RETURN

An Occasional Teacher may terminate a pregnancy leave or parental leave and return to work subject to Article L902(e).

(f) RETURN TO POSITION

An Occasional Teacher returning from a pregnancy leave or parental leave shall have the right to be assigned to the same position held prior to going on leave if the position is still available in accordance with the provisions of the Employment Standards Act.

ARTICLE L1000 PROFESSIONAL ACTIVITY DAYS

L1001 (a) A Long-Term Occasional Teacher, whose assignment includes a Professional Activity Day, shall be paid for the day provided that the Long-Term Occasional Teacher participates in the scheduled professional activities. A break in service caused by a Professional Activity Day shall not constitute a break in continuity of service.

(b) If an Occasional Teacher is in for a Teacher for nine (9) consecutive days and the tenth day falls on a P.D. Day, the Occasional Teacher shall attend the P.D. Day and the assignment shall be declared to be Long-Term.

L1002 It is recognized by the Board that Elementary Occasional Teachers benefit from professional development activities. Where space is available in workshops during Professional Activity Days, Board organizers should encourage Occasional Teachers to participate.

L1003 EQAO training shall be provided for up to ten (10) Occasional Teachers each year of the Collective Agreement to Occasional Teachers requesting such training. Such training shall occur during the school day and Occasional Teachers involved shall be paid for the day at the casual rate.

L1004 PROFESSIONAL DEVELOPMENT

The Board agrees to provide the Union with \$8,500, by September 1st of each school year, to be used toward professional development for members of the bargaining unit. The Occasional Teachers have the responsibility to organize the Professional Development Day. The schedule will be approved prior to the announced agenda for the Professional Development Day. The Occasional Teachers will submit on an annual basis a report to the Board outlining the utilization of the professional development funds by the last school day of the current school year. The Board will offer staff and facilities as needed or available. Surplus funds in any given school year shall remain with the Union and carry over to the next school year.

**ARTICLE L1100
JOB VACANCIES**

L1101 (a) When it is determined that a Long-Term Occasional Teacher will be required for a continuous period of two (2) months or more, such vacancy will be posted in each elementary school on the Occasional Teacher bulletin board and a copy provided to the Local. Such posting requirements will have been properly fulfilled when a copy is forwarded to the Local. All postings shall be noted, with full particulars, on the Board's Job Web Site.

b) All long-term occasional assignments shall terminate at the end of the school year in June. Each Long-Term Occasional Teacher's assignment that continues into the next school year shall be posted as a vacancy.

c) No long-term occasional assignment shall be split except between mutual agreement by the Board and the Union.

d) All Occasional Teachers shall have the right to apply for a long-term assignment for the same posting. Qualified Probationary Occasional Teachers will be considered for the posted vacancy, should there be no qualified non-probationary Occasional Teachers prepared to accept the posting. In the event there are no non-probationary Occasional Teachers applying for a posting, the Board shall provide the President of the Local with a list of all applicants for the posting.

L1102 An Occasional Teacher, hired to replace an absent regular teacher for a specific period, properly subject qualified for such position, will not be replaced by another Occasional Teacher during the specified period other than by mutual agreement of the Occasional Teacher and the Board except in cases of removal with just cause.

L1103 Only qualified, non-probationary Occasional Teachers, covered under this agreement, who are members in good standing with the Ontario College of Teachers, will be hired for long-term occasional teaching assignments with the Lambton Kent District School Board.

L1104 Job Vacancies – Elementary Teaching Positions

Should the Board be unable to fill a new position or a vacancy from among the teachers covered by the Elementary Teachers' Collective Agreement, the Board shall give every opportunity to fill the vacancy or new position from among those non-probationary Occasional Teachers on the Occasional Teacher Roster who have applied for the position, provided they are qualified.

L1105 No Occasional Teacher on the Board's Occasional Teacher Roster shall be required to pay a fee in order to apply for an elementary daily or long-term teaching position with the Board.

L1106 No changes will be made to the operation of the call-out system for the Occasional Teachers without consultation with the Union.

ARTICLE L1200 WORKING CONDITIONS

The Board considers this to be management rights but agrees to the following:

- L1201** When policies and procedures which affect an Occasional Teacher's conditions of work are being developed, the Board will consult with the Occasional Teachers through the Superintendent charged with the responsibility for developing the procedures, as committee members preliminary proposals will be sent to the Occasional Teacher Local for input.
- L1202** The Board and the Union agree that Occasional Teachers make significant contributions to the life of the school beyond the classroom. The extent of an Occasional Teacher's extra-curricular involvement is very individual and dependent upon that person's interest, skill and personal circumstance. Extra-curricular activities shall not be assigned.
- L1203** Principals will provide in-school instruction to individual Long-Term Occasional Teachers who have not attended the report card training program.
- L1204** Report Cards
(a) Occasional Teachers who have not been in an assignment for at least six (6) weeks prior to the date that the report cards are to be submitted to the office will be provided support by school administration for the completion of the report cards.

(b) When a long-term teaching assignment is completed prior to the required date for the report cards to be submitted, the Occasional Teacher may be requested to assist with the completion of these report cards. In such instances, the Occasional Teacher shall be paid for the time to assist in completing the report cards. The rate of pay shall be the rate the Occasional Teacher received during the long-term teaching assignment.

ARTICLE L1300 RATES OF PAY

An Occasional Teacher will not experience a reduction in their daily rate of pay.

- L1301** All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.
- L1302** **Elementary Occasional Teachers - Rates of Pay for Short-Term (Daily) Occasional Teachers**
The Daily Rate for Short-Term Occasional Teachers shall be based on 1/187 of the Teachers' Current Salary Grid A1-0.
- L1303** The direct deposit payroll method will apply to all Occasional Teachers covered by this Agreement. Pay shall be directly deposited twice a month: on or before the 15th day and the last day of each month.
- L1304** **LONG-TERM OCCASIONAL TEACHER**
A Long-Term Occasional Teacher shall be placed on the Elementary Teacher Local salary grid in accordance with the recognized teaching experience and category placement, retroactive to the beginning of the long-term assignment and will receive, in writing from the Board, confirmation of the grid placement and the factors used in determining such grid placement.
- L1305** Each Occasional Teacher's category classification on the salary grid shall be determined by the application of the current QECO Program Plan Five or, at the option of the Occasional Teacher, they may continue placement under a previous program.

L1306 It shall be the responsibility of the Long-Term Occasional Teacher to provide the Board with a statement from Q.E.C.O. and any documents prior to June 30 for retroactive adjustment to the first day of the first long-term assignment of the current school year. The applicable short-term rate shall be paid in the interim.

L1307 Recognized occasional teaching experience shall include the following, as stated in (a), (b), (c), and (d).

(a) Previous teaching experience with the Board or other Boards providing the experience from other Boards is stated on official letterhead giving the specific start and end dates of assignment(s)/contracts. Experience shall be pro-rated at the same rate: 20 days or more = 1/10 step.

(b) RECOGNIZED TEACHING EXPERIENCE

Previous teaching experience with this Board or its predecessor Boards, documented by the appropriate Board will be honoured provided it was for a long-term occasional assignment. For short-term work assignments since January 1, 1991 the total days worked will be credited as follows:

20 days or more	=	$\frac{1}{10}$	grid step	80 days or more	=	$\frac{2}{5}$	grid step
40 days or more	=	$\frac{1}{5}$	grid step	100 days or more	=	$\frac{1}{2}$	grid step
60 days or more	=	$\frac{3}{10}$	grid step	120 days or more	=	$\frac{3}{5}$	grid step
				140 days or more	=	$\frac{7}{10}$	grid step
				160 days or more	=	$\frac{4}{5}$	grid step
				180 days or more	=	$\frac{9}{10}$	grid step
				190 days or more	=	full grid step	

All days accumulated that are less than a full 1/10 step shall be carried forward to the following school year for credit.

(c) Long-term assignments completed outside the Board but inside Ontario shall be granted experience by the Board subject to the Occasional Teacher providing a statement on number of days worked in long-term assignment(s). Credits for experience will be granted as in L1307 (b) above.

(d) All Occasional short-term assignments shall accumulate towards credited teaching experience. On or about June 30th annually, each Occasional Teacher will receive a statement of the accumulated number of days worked during the school year and the total number of days worked during the duration of employment with the Board.

L1308 Experience used for rates of pay shall be experience acquired prior to September 1 each school year.

L1309 Wages under this article shall be pro-rated for assignments which are part-time.

L1310 (a) An Occasional Teacher who reports for an authorized assignment and through no fault of his/her own, is not required, shall be paid for one-half day. The Principal may assign professionally-related duties for one-half day to be worked that day.

(b) In the event of early dismissal for emergency reasons, Occasional Teachers shall be paid full pay at the applicable rate of pay.

L1311 Where an Occasional Teacher receives a call after the morning or afternoon session has started, and works said day, they shall be paid for at least half a day and for the full day if the major portion of the day is worked.

L1312 (a) The day shall be 0.5 or 1.0.

(b) Should the assignment on a given day be other than 0.5 or 1.0, the Principal may assign additional professionally-related duties for the Occasional Teacher to perform for the time outside of the teacher's timetable on that day.

L1313 (a) A 0.5 day includes the period of time from one (1) to one hundred and fifty (150) instructional minutes.

(b) A 1.0 day includes the period of time from one hundred and fifty-one (151) to three hundred (300) instructional minutes.

L1314 Home Instruction Rates

The Home Instruction rate of pay, including vacation pay and statutory holiday pay shall be as follows:

Sept 1, 2014	Sept 1, 2016	98 th day 2016-17	Sept 1, 2019	Sept 1, 2020	Sept 1, 2021
	1%	0.5%	1.0%	1.0%	1.0%
\$32.63	\$32.96	\$33.12	\$33.45	\$33.78	\$34.12

**ARTICLE L1400
BENEFITS**

NOTE: This Benefit Plan will remain in effect until the implementation of the Provincial Benefit Plan. Refer to Central Agreement C5.00 Benefits.

L1401 (a) Subject to the approval of the Carrier(s) the following benefits are available to a Long-Term Occasional Teacher having an assignment which has a definite term of the start of the assignment which is equivalent in time to 120 days or longer: Semi-Private, Extended Health, Dental, Vision, as set out in Article L14 of the Elementary Teachers' Collective Agreement, and \$20,000 Life Insurance.

(b) The participation in this plan is voluntary on the part of the Occasional Teacher.

(c) The Occasional Teacher must be enrolled for a full year

(d) The premium subsidization will be on the basis of 85% paid by the Board and 15% paid by the Occasional Teacher for the period when the teacher is on a long-term assignment. The remainder of the year is at full cost to the Occasional Teacher.

L1402 An Occasional Teacher who worked at least 60 full-time equivalent days as an elementary or secondary Occasional Teacher for the Board in the prior school year may, upon application, participate in the Board's extended health, semi-private hospital care and basic dental plans, provided that:

(a) the teacher assumes 100% of the premiums, and

(b) the teacher pays such premiums in advance, half paid in September and half paid in February.

L1403 (a) Each eligible Occasional Teacher shall, not later than August 15th of each year, complete and return the benefits election form provided by the Board.

(b) An eligible Occasional Teacher who elects to participate in the Board's Employee Benefit program shall be a participant in the plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:

i) remains on the Board's Roster of Occasional Teachers;

ii) remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board;

iii) pays the Occasional Teacher's share under L1402 and

iv) is not in arrears of payment of premiums.

(c) An Occasional Teacher enrolled in the Board's benefit program may continue participation in that plan from the next September 1 to the following August 31 providing that the Occasional Teacher:

i) works at least 60 full-time equivalent school days as an Occasional Teacher with the Board during the current school year;
and

ii) fulfils the conditions set in the previous Articles.

(d) If the Occasional Teacher fails to comply with any of the conditions in L1403, the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the benefit program plans, and then, not until the Occasional Teacher again becomes eligible under L1402.

ARTICLE L1500 UNION LEAVE

L1501 UNION BUSINESS

The Board will pay an Occasional Teacher, on official Union business, and the Union will reimburse the Board for the cost of such time. All usual deductions, credits, and benefits shall apply.

L1502 NEGOTIATIONS

The Board will allow to the Union the equivalent of twenty (20) teaching days release time per school year at Board expense to be used for purposes related to negotiations.

ARTICLE L1600 ACCESS TO INFORMATION

L1601 PERSONNEL FILES

An Occasional Teacher will be provided a copy of any performance or disciplinary-related material put in their file and will be allowed to add comments prior to filing.

L1602 An Occasional Teacher shall be allowed to examine their file in the presence of a Human Resources staff member during regular working hours. A Union official may accompany the member, if requested by the Occasional Teacher.

L1603 ADVERSE MATERIAL TO BE REMOVED

(a) Except for serious offences, disciplinary material shall be removed from the Occasional Teacher's personnel file after two (2) years and returned to the Occasional Teacher at the request of the Occasional Teacher. Notwithstanding, disciplinary material left in a member's file beyond two (2) years from the date of occurrence, shall not have any negative impact on the member.

(b) Evaluations shall be removed from an Occasional Teacher's file after two (2) years and returned to the Occasional Teacher at the request of the Occasional Teacher.

L1604 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.

L1605 DATA FOR NEGOTIATIONS

The Board shall share all pertinent financial information affecting the negotiations process.

L1606 ACCESS TO INFORMATION

(a) A member shall have the right to place material in their personnel file and have access to all material in their file.

(b) A member shall be entitled to append information, regarding possible inaccuracies or errors in documents, contained in their personnel file.

ARTICLE L1700 TEACHING ASSIGNMENTS

L1701 (a) An Occasional Teacher shall have the timetable and the regularly scheduled preparation time of the teacher who is being replaced.

(b) A Long-Term Occasional Teacher, who has assumed all the duties of an absent elementary teacher, including evaluation of previous activities and the planning preparation for future activities, is to have the preparation and planning time as scheduled for the absent teacher.

(c) In the event the absent teacher has a pre-planned block of preparation time, the Occasional Teacher will have at least 40 minutes of that time free of teaching or supervisory or other duties for preparation for that day. The remainder of the blocked time will be used for work related to that classroom and assigned by the teacher being replaced.

L1702 The Board recognizes the unique role of the Occasional Teacher and the variety of assignments given and will endeavour on the first day of an assignment, not to assign early morning yard duty, and to not assign lunch time duty if the assignment is afternoon only.

- L1703** The Board shall reimburse, at the Board's current kilometre rate, each Occasional Teacher for travel between an assignment involving two or more schools within the Board's jurisdiction if the replaced teacher receives the allowance.
- L1704** The Board shall provide a bulletin board for the use of the Local at an appropriate location in each elementary school upon which the Local shall have the right to post notices relating to matters of interest to the Local and the Occasional Teachers.
- L1705** The Board shall provide to the Principal of each elementary school under the jurisdiction of the Board, a copy of this Collective Agreement.
- L1706 CANCELLATION OF ASSIGNMENT**
The Board shall provide a minimum of one and one-half (1.5) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without one and one-half (1.5) hours notice the Occasional Teacher shall report to work and be paid according to Article L1310 (a).

ARTICLE L1800 GRIEVANCE PROCEDURE

A "teacher" for the purpose of the following grievance procedure will mean an Occasional Teacher.

L1801 DEFINITIONS

- (a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
- (b) A "party" shall be defined as:
i) the Union
ii) the Board
- (c) "Day" shall mean regular workdays unless otherwise indicated.

L1802 A teacher shall have the right to have present a representative from the Union to assist the teacher at any stage in this grievance and arbitration procedure.

L1803 COMPLAINT STAGE

A teacher, with the concurrence of the Union, may initiate a complaint within fifteen (15) days of the teacher becoming aware of the circumstances giving rise to the complaint. The complaint would be made to the immediate supervisor (the Principal in the case of all teachers) who shall answer the complaint in writing within five (5) days after receipt of the complaint.

L1804 GRIEVANCE PROCEDURE - INDIVIDUAL

In the case of a grievance by the Union on behalf of one of its teachers, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

STEP I

If the reply of the immediate supervisor of the grievor at the Complaint Stage is not acceptable to the Union, within ten (10) days the Union may initiate a written grievance with the Director or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought; and
- iv) the signature of the duly authorized official of the Union.

STEP II

If the reply of the Director or designate is not acceptable to the Union, the Union may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Union may be accompanied at the meeting and have the grievance presented by a Union member/designate of the Union's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

STEP III

If the reply of the Board is unacceptable to the Union, the Union may then apply for arbitration within twenty (20) days of the receipt of the reply.

L1805 GRIEVANCE PROCEDURE - PARTY

In the case of all other grievances by a party, (including those on behalf of a group of teachers, an individual teacher, a retired teacher, or a deceased teacher), the party making the grievance may take the following steps in sequence to resolve the matter.

STEP I

The party making the grievance may make a written grievance to the Director of Education or President of the Union, as the case may be, who shall answer the grievance in writing within ten (10) days.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought; and
- iv) The signature of the duly authorized official of the party makes the grievance.

STEP II

If the reply of the Director or designate is not acceptable to the Union, the Union may make a written request within ten (10) days to the Chairperson of the Board, who shall convene a meeting of the members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Union may be accompanied at the meeting and have the grievance presented by an ETFO Member/designate of the Union's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

STEP III

If the reply of the President of the Union or the Board, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

L1806 GRIEVANCE MEDIATION

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

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

Upon settlement of the grievance prior to arbitration, a Memorandum of Settlement must be drafted and signed.

L1807 ARBITRATION

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, relieve against timelines, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances. The decision of the Arbitrator or Board of Arbitration shall be binding of both Parties.

L1808 COST OF ARBITRATION

The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the Parties.

Time restrictions may be extended if mutually agreed in writing.

There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this agreement.

Should the investigation or processing of a grievance require that an involved teacher be released from regular duties, the teacher shall be released without loss of salary or benefits. The cost of the supply teacher shall be paid by the Union.

ARTICLE L1900 HEALTH AND SAFETY

L1901 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.

Memorandum of Settlement on Local Terms

BETWEEN

**Elementary Teachers Federation of Ontario,
Lambton Occasional Teacher Local/Bargaining Unit**

(the "Union")

And



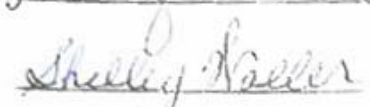

Lambton Kent District School Board

(the "Employer")

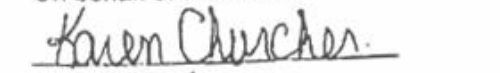
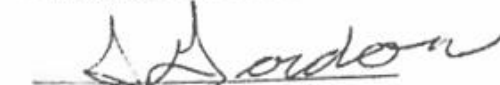

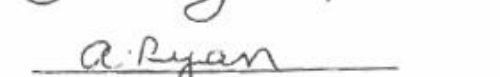

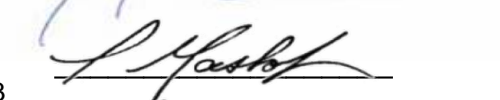
1. The parties agree that this Memorandum and the attached Appendix A constitute the basis for the full and final settlement of the local terms of the collective agreement. The parties agree to recommend these terms to their respective principals for ratification.
2. The parties will endeavour to complete the ratification process by November 23, 2021.
3. Except as provided in the attached Appendix A and in the Memorandum of Settlement respecting central terms dated March 20, 2020, the local terms of the collective agreement continue without amendment for the duration of the collective agreement.
4. Except as provided otherwise herein, the terms of this Memorandum and accompanying Appendix A shall be effective on the date of the ratification of these local terms pursuant to the *School Boards Collective Bargaining Act, 2014*.
5. The parties shall meet to determine the structure and content of the collective agreement within 60 days of the ratification of this Memorandum. Any dispute with respect to the terms to be included in the collective agreement, including any dispute with respect to a conflict between the local terms and the central terms, shall be referred by either party to the central dispute resolution process provided for under the central terms of the collective agreement.

Dated at Sarnia, Ontario, this 3rd day of November 2021

On behalf of the Board:

On behalf of the Union:

Letter of Understanding
Between
Lambton Kent District School Board
(The Board)
and
E.T.F.O.
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
Occasional Teacher Agreement

(The Union)

The parties agree that to contribute to a comfortable productive experience for the students the following information is beneficial for the Occasional Teacher.

The School Administration will make every reasonable effort to provide to an Occasional Teacher, through the classroom teacher, the following in-school information. It is understood that this information will generally be located in the individual Teacher's daybook.

- a timetable for the Occasional Teacher's assignment (including supervision periods)
- a schedule identifying period times
- a floor plan of the school (if available)
- an up-to-date class list and classroom key
- name(s) of high risk student(s) and any applicable special programme(s)
- particulars of behavioural issues and medical alerts
- name(s) of student(s) transported by bus and/or taxi
- an up-to-date seating plan (where applicable)
- a general outline of classroom routines which includes washroom, attendance and entry and dismissal procedures
- planning for the first day of an absence.

In addition, fire drill and emergency procedures will be located within the classroom.

Original document signed April 24, 2009 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

and

E.T.F.O.
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
Occasional Teacher Agreement
(The Union)

RE: REPORTING OF EMPLOYMENT INSURANCE HOURS

The parties agree that the daily work expectations of teachers are more accurately and reasonably reflected for Employment Insurance purposes by recognizing an eight rather than a seven hour day, and the Board agrees that it will report hours of work in a manner consistent with this agreement and subject to an EI audit.

For the Union

For the Board

Dated