

ETFO – Toronto Occasional Teachers’ Local
Ratified new language for the 2019-2022 collective agreement

Below is an outline of the new clauses and language reached between the TDSB and the ETFO-Toronto OT Local in the process of local collective bargaining talks. These terms were ratified by the membership of the ETFO-Toronto OT Local at the December 9, ,2021 ratification meeting and vote and by the TDSB Board of Trustees at their December 8, 2021, meeting. These terms take effect immediately upon ratification by both parties.

Once the parties have completed updating the current 2014-2019 collective agreement, and integrating the new clauses and language ratified, it will be posted as the Sep 1, 2019-Aug 31, 2022, and replace the current collective agreement.

Clause #	Original Language	Proposed Language
2.1.0	The Board recognizes the Elementary Teachers' Federation of Ontario, hereinafter referred to as the Union, as the bargaining agent for the bargaining unit defined in the Education Act, s.277.3(1)2.	The Board recognizes the Elementary Teachers' Federation of Ontario, hereinafter referred to as the Union, as the bargaining agent for the bargaining unit defined in the Education Act . s.277.3(1)2.
5.8.0	“Non-degreed Rate” shall mean the rate applicable to a Short-Term Occasional Teacher who does not hold a university degree acceptable to the Board.	“ Non-degreed Rate ” shall mean the rate applicable to a Short-Term Occasional Teacher who does not hold a university degree acceptable to the Board.
6.1.0	There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Lock-out and strike shall have the same meaning as defined in the Ontario Labour Relations Act, R.S.O. 1990, as amended and Education Act R.S.O. 1990 as amended.	There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Lock-out and strike shall have the same meaning as defined in the School Boards Collective Bargaining Act , the Ontario Labour Relations Act, R.S.O. 1990 , and the Education Act, R.S.O. 1990 as amended.
7.3.0	A dues submission list shall accompany the remittances referred to above and shall include the Occasional Teacher’s name, address, phone number, employee identification number, number of days worked in the pay period, gross earnings for the period covered by the dues submission list and the dues/levy deducted.	A dues submission list shall accompany the remittances referred to above and shall include the Occasional Teacher’s name, address, phone number, employee identification number, number of days worked in the pay period, gross earnings for the period covered by the dues submission list and the dues/levy deducted.

		<p>The list shall include the following information for each Teacher that had dues deducted during the period: name, phone number, address, board email, Ministry Identification Number (MIDENT), FTE status, days worked in the pay period, gross earnings for the period, dues deducted, member status (active/terminated/retired), member leave status (deferred/paid/pregnancy/parental/unpaid/ WSIB), Ontario College of Teachers #.</p> <p>(clarity note: if an employee does not have a deduction, they will not be represented in the report).</p>
8.1.0	All Occasional Teachers when added to the Board's list of Occasional Teachers on or after January 1, 1998, shall serve a probationary period of 25 full-time equivalent teaching days worked in the elementary panel.	All Occasional Teachers when added to the Board's list of Occasional Teachers on or after January 1, 1998, shall serve a probationary period of 25 thirty-five (35) full-time equivalent teaching days worked in the elementary panel.
10.1.0		<p>UPATE this section</p> <p>A Short-Term Occasional Teacher shall be paid a per diem rate according to the following schedule:</p> <p>DELETE Charts with headings & UPDATE to reflect the current dates:</p> <p>Effective August 31, 2012 - August 31, 2016</p> <p>Effective September 1, 2016</p> <p>Effective February 3, 2017</p> <p>Effective September 1, 2017</p> <p>Effective September 1, 2018</p> <p>Effective February 1, 2019</p> <p>Note: All rates are inclusive of vacation and statutory holiday pay. The above</p>

		rates include the negotiated general wage increases as follows: (delete and update list)
10.3.0	Recognized teaching experience shall include one tenth of a year for each 20 days of teaching in a long-term occasional teaching assignment rounded to the nearest 1/10.	Recognized teaching experience shall include one tenth of a year for each 20 days of teaching in a long-term occasional teaching assignment rounded to the nearest 1/10.
10.3.1	Recognized teaching experience shall include short-term elementary, daily occasional teaching experience with the Toronto District School Board obtained after September 1, 2006 such that each twenty (20) days of accumulated experience shall equate to one-tenth of a year of credit and shall be cumulative from year to year. It is understood that this calculation applies to grid placement for long-term occasional teaching assignments only.	<p>Recognized teaching experience shall include:</p> <ul style="list-style-type: none"> • All contract teaching experience, • All Long-Term Occasional Teaching experience, • Short Term Elementary Occasional teaching experience with the Toronto District School Board obtained after September 1, 2006. <p>Short Term and Long-Term Occasional teaching experience will be calculated such that each day of experience shall equate to 1/194 of a year of credit, rounded to the nearest 1/10 of a year as per standard rounding procedures.</p> <p>10.3.1.— Recognized teaching experience shall include short-term elementary, daily occasional teaching experience with the Toronto District School Board obtained after September 1, 2006 such that each twenty (20) days of accumulated experience shall equate to one-tenth of a year of credit and shall be cumulative from year to year. It is understood that</p>

		this calculation applies to grid placement for long-term occasional teaching assignments only.				
10.4.0	In determining the category placement of a Long-Term Occasional Teacher, the Board will be guided by the definitions set out in QECO #5 (in effect at September 1, 2008). No qualification may receive duplicate recognition.	In determining the category placement of a Long-Term Occasional Teacher, the Board will be guided by the definitions set out in the most recent scale as set out by QECO in effect at September 1, 2008). No qualification may receive duplicate recognition.				
10.9.0	New Language	RECOVERY OF OVERPAYMENT /UNDERPAYMENT				
10.9.1	New Language	<p>Underpayment:</p> <p>In the case of underpayment, the following shall apply:</p> <ol style="list-style-type: none"> 1. If an Occasional Teacher believes that an underpayment has occurred, the Occasional Teacher should contact the appropriate payroll and/or staffing officer. 2. Any corroborated underpayment should be corrected within one to three pay periods. 3. In the event that an Occasional Teacher is not being paid at all (basic salary), the Payroll Department will issue a cheque as an advancement on salary 				
10.9.2	New Language	<p>Overpayment:</p> <p>In the case of overpayment, the following shall apply:</p> <ol style="list-style-type: none"> 1. If a substantiated overpayment has occurred, the payroll department will communicate with the Occasional Teacher to obtain agreement to recover the overpayment. <p>Examples of repayment schedules are below.</p> <table border="0"> <tr> <td style="padding-right: 20px;">Overpayment Amount</td> <td>Recovery P</td> </tr> <tr> <td>\$1,000 or less</td> <td>3 pay perio</td> </tr> </table>	Overpayment Amount	Recovery P	\$1,000 or less	3 pay perio
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		\$1,001 - \$5,000 10 pay periods \$5,001-\$10,000 16 pay periods \$10,000 and greater 26 pay periods
12.6.0	New Language	A Long-Term Occasional Teacher may be absent without loss of salary for one moving day per school year during any long-term occasional teaching assignment in that year.
12.6.1	New Language	Commencing August 31, 2022, an occasional teacher, upon application, will be granted a one-year leave from active service. Application for the one (1) year leave must be made by April 1st in the year preceding the leave.
12.6.2	New Language	The member will be required to identify the reason for the leave as outlined in 12.6.1, however, no leave will be granted for the purpose of working for another publicly funded school board in Ontario.
12.6.3	New Language	In the event of unforeseen circumstances (e.g. declared pandemic), the Union and the Board may agree that the leave entitlement is not operational for a period of time due to staffing shortages.
12.6.4	New Language	In the event that the granting of leaves and subsequent hiring results in the number of Occasional Teachers being above the negotiated cap, there shall be no further hiring until the number of Occasional Teachers is reduced through attrition without the agreement of the Union.
16.3.1	New Language	Where an Occasional Teacher does not arrive by the time specified on the teaching assignment, the assignment may be cancelled, modified, or reassigned at the sole discretion of the Board provided that the Occasional Teacher had accepted the assignment at least three (3) hours prior to its commencement.

17.4.0	New Language	<p>Where an Occasional Teacher has accepted a pre-booked assignment, the Occasional Teacher shall not be permitted to cancel that assignment to accept another assignment of the same full-time equivalency (FTE) within twenty-four (24) hours of the commencement of the assignment.</p> <p>For further clarity, an Occasional Teacher is permitted to cancel a 0.5 FTE assignment to accept a 1.0 FTE assignment. An Occasional Teacher is permitted to cancel a one (1) day 1.0 FTE assignment to accept a multi-day 1.0 FTE assignment.</p>
18.3.0	The Board shall, on or before October 15, January 15, April 15, June 30, provide the Union with a copy of an updated Occasional Teacher List which shall contain the name, employee number, address, telephone number, for each Occasional Teacher on the Occasional Teacher List.	The Board shall, on or before September 15, November 15, October 15 , January 15, April 15, June 30, provide the Union with a copy of an updated Occasional Teacher List which shall contain the name, employee number, address, telephone number, for each Occasional Teacher on the Occasional Teacher List.
18.5.1.	Effective, September 1, 2016, subject to 18.5.0., the Board will review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least twenty-five (25) full time equivalent days by June 30 of each year.	Effective, September 1, 2016 2022 , subject to 18.5.0., the Board will review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least twenty-five (25) thirty (30) full time equivalent days by June 30 of each year.
20.1.0	The Board shall provide, at the Board's expense, a copy of this Agreement to each Occasional Teacher and shall provide the Union with (50) fifty copies once the printing has been completed.	<p>The Board will make available electronically a copy of this Agreement. Both the Board and the ETFO OT will post the Collective Agreement on their respective websites.</p> <p>The Board will provide two (2) copies of the printed Collective Agreement to each school, plus one hundred (100) copies to the ETFO OT office, at the expense of the Board, as soon as possible following the</p>

		signing of the Collective Agreement.
21.4.0	Letters of Discipline related to any incident may be removed by the Executive Superintendent of Employee Services or designate after two (2) years providing there have been no intervening incidents and all identified requirements have been met.	With the exception of PR 515, PR560 PO034; discipline will be sunsetted as follows: a) a letter of discipline of five (5) days or less shall be deemed null and void after two (2) years of actively working, provided no additional disciplinary letters have been placed on the Employee’s record. b) a letter of discipline of six (6) days or more shall be deemed null and void after three (3) years of actively working, provided no additional disciplinary letters have been placed on the Employee’s record.
21.4.1		At an Occasional Teacher’s written request to the Executive Superintendent of Employee Services or designate, a letter of discipline may be removed after two (2) years of actively working for matters relating to PR515, PR560, PO034.
24.9.0	New Language	The Board will grant two hundred (200) days’ release time per year for one (1) or more member(s) of the Local in order to conduct Local business. This will be the Union’s expense.
26.0.0	ACCESS PROVISIONS Subject to Regulation 274/12: Hiring Practices and Letter of Agreement 2 above	ACCESS PROVISIONS Subject to Regulation 274/12: Hiring Practices and Letter of Agreement 2 above The parties agree to abide by the OLRB ruling on the withdrawal of Regulation 274 and to implement any changes ordered.

<p>Letter of Understanding Re: Investigations for Short-Term Occasional Teachers</p>	<p>New Language</p>	<p>In a case of a Short-Term Occasional Teacher who has been system-blocked from receiving job assignments due to an investigation, the member shall be entitled to pay as follows:</p> <p>i) all pre-booked assignments for the first two weeks of the block; ii) starting on day eleven (11), the member shall be paid based on their average number of days worked per week over the previous year.</p> <p>For further clarity, the pay structure as outlined above will only commence on the day after an investigation by Toronto Police Services (TPS) and/or the Children’s Aid Society (CAS) has concluded, where applicable.</p>
<p>Letter of Understanding Re: Supports for Daily Occasional Teachers</p>	<p>New Language</p>	<p>The parties agree that a workgroup consisting of at least three (3) Occasional Teachers and three (3) TDSB staff will be convened to discuss and make recommendations for supports that can be implemented to support daily occasional teachers in fulfilling their roles successfully.</p> <p>The workgroup will meet at least three (3) times and will issue a final report, including any recommendations, by June 30, 2022.</p>