

# **COLLECTIVE AGREEMENT**

**between**

**The Toronto District  
School Board (TDSB)**

**and**

**The Elementary Teachers'  
Federation of Ontario (ETFO)  
(representing Elementary Occasional Teachers)**

**and Supplementary Information**

**September 1, 2022 – August 31, 2026**

**IN WITNESS HEREOF** the Board has caused to be fixed hereto its seal attested to by the hands of its proper officers duly authorized in that behalf and the Union has by the hands of its duly authorized representatives executed this Agreement.

Dated at Toronto this 17th day of June, 2025.

**Toronto District School Board**



**Chair**

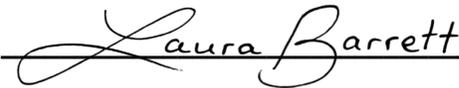


**Director of Education and Secretary-Treasurer**



**Senior Manager, Labour Relations**

**Elementary Teachers' Federation of Ontario (representing Elementary Occasional Teachers employed by the Toronto District School Board).**



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# ETFO OCCASIONAL TEACHERS – PART A: CENTRAL TERMS

## C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

### C1.1 Separate Central and Local Terms

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

### C1.2 Implementation

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

### C1.3 Parties

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

### C1.4 Single Collective Agreement

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

## C2.00 DEFINITIONS

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

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

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

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

**C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a

purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

#### **C3.1 Single Collective Agreement**

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

#### **C3.2 Term of Agreement**

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 inclusive.

#### **C3.3 Where Term Less Than Agreement Term**

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

#### **C3.4 Term of Letters of Understanding**

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

#### **C3.5 Amendment of Terms**

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

#### **C3.6 Notice to Bargain**

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

### **C4.00 CENTRAL GRIEVANCE PROCESS**

The following process applies exclusively to grievances on central matters that have been

referred to the central process. In accordance with the *School Boards Collective Bargaining Act, 2014*, as amended, central matters may also be grieved locally, in which case local grievance processes will apply.

#### **C4.1 Definitions**

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

#### **C4.2 Central Dispute Resolution Committee**

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

#### **C4.3 The grievance shall specify:**

- a) Any central provision of the collective agreement alleged to have been violated.

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

**C4.4 Referral to the Committee**

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

**C4.5 Mediation**

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

**C4.6 Arbitration**

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

## **C5.00 BENEFITS**

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

### **C5.1 ELHT Benefits**

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

Post Participation Date, the following shall apply:

### **C5.2 Eligibility and Coverage**

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

### **C5.3 Funding**

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

shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.

- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.
- c) The funding rate shall be increased for inflation as follows on the following dates:
  - i. September 1, 2022: 1% (\$6,235.74)
  - ii. September 1, 2023: 1% (\$6,298.10)
  - iii. September 1, 2024: 1% (\$6,361.08)
  - iv. September 1, 2025: 1% (\$6,424.69)
  - v. August 31, 2026: 4% (\$6,681.68)

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup>.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.
- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
  - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup> for the school year impacted by the strike or lock-out;
  - ii. Divide i) by 194 days;
  - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

#### **C5.5 Benefits Committee**

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

## **C5.6 Privacy**

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

## **C5.7 Benefits not provided by the ETFO ELHT**

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

## **C5.8 Payment in Lieu of Benefits**

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

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

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

## **C6.00 SICK LEAVE**

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

#### **a) Sick Leave Benefit Plan**

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

appointments will be scheduled outside of working hours where possible.

**b) Sick Leave Days**

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

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

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

**d) Eligibility and Allocation**

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

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

graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

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

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

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

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

**g) Administration**

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

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

**C8.00 MINISTRY/SCHOOL BOARD INITIATIVES**

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

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

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

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

## **C9.00 DIAGNOSTIC ASSESSMENT**

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
  - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
  - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

## **C10.00 STATUTORY LEAVES OF ABSENCE/SEB**

### **C10.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to provide payment for the Teacher’s share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, a Teacher must access Employment Insurance (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short term disability plan.

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

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

### **C10.2 Pregnancy Leave**

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire

eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Winter breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.

- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

#### **C11.00 CLASS SIZE/STAFFING LEVELS**

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

## **APPENDIX A – RETIREMENT GRATUITIES**

### **A. Sick Leave Credit-Based Retirement Gratuities**

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

### **B. Other Retirement Gratuities**

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Task Force on the Utilization of Sick Leave**

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

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

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

The task force will:

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

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Health and Safety Training**

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Professional Activity (PA) Days**

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

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Occasional Teacher Ability to Lock the Classroom  
Door**

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

**RE: Employment Insurance (EI) Rebate**

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Individual Education Plans**

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Support for Students Committee**

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

A provincial committee will be established with representatives comprised of:

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

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

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

**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Provincial Working Group - Health and Safety**

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

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

**LETTER OF AGREEMENT #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violent Incident Debriefing Training**

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

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

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

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

**LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention in School Boards**

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

**LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Integration of Students**

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

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

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

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

**LETTER OF AGREEMENT #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Hybrid Instruction**

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

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

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

**LETTER OF AGREEMENT #15**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Hybrid Instruction**

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

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

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

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

**LETTER OF AGREEMENT #16**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Safe Teaching and Learning Environments**

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

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

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

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

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

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

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

# ETFO OCCASIONAL TEACHERS - PART B: LOCAL TERMS

## 1.0.0. PURPOSE OF THE AGREEMENT

- 1.1.0. It is the intent of the parties and the purpose of this Agreement to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and to provide a procedure for the equitable settlement of grievances between the parties.

## 2.0.0. RECOGNITION

- 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.
- 2.2.0. The Union will, from time to time, inform the Board, in writing, as to who is authorized to act on behalf of the Union.

## 3.0.0. RELATIONSHIP

- 3.1.0. Save and except to the extent specifically modified and limited by any provisions of this Agreement, the Board retains the exclusive right to manage its affairs and schools.
- 3.2.0. Both the Board and the Union shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the Board's Human Rights policies and procedures.
  - 3.2.1. The Board shall make reasonable efforts to ensure that every Occasional Teacher is free from harassment and discrimination in the workplace. The Board's policies and procedures will be followed in addressing workplace harassment incidents.
  - 3.2.2. The Board and the Union recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.
  - 3.2.3. The Board's policies and procedures will be followed in addressing workplace safety incidents. The appropriate workplace safety forms will be made available at the time of reporting. The Principal, Occasional Teacher and the Union may meet to review the Supervisor's Workplace Violent Incident Investigation Report and discuss safety strategies.
- 3.3.0. No Occasional Teacher shall be dismissed or disciplined by way of demotion, transfer, letter of reprimand, suspension without pay or the withholding of pay without just cause and such cause shall be provided to the Occasional Teacher in writing.
- 3.4.0. There shall be no discrimination against an Occasional Teacher because of an Occasional Teacher's participation in the lawful activities of the Union.
- 3.5.0. A letter of Concern or discipline shall be provided to the Occasional Teacher at the time of the follow up meeting, subsequent to the Opportunity to Respond meeting, and prior to being placed in the personnel file.
  - 3.5.1. Prior to any disciplinary action, the Board representative shall advise the Occasional Teacher that s/he has the right to Union representation at a meeting to discuss the matter.

#### **4.0.0. TERM OF THE AGREEMENT**

##### **See Part A: Central Terms – C.3.2 – Term of Agreement**

#### **5.0.0. DEFINITIONS**

Throughout this Agreement, the use of capital letters at the beginning of words defined in 5.0.0. shall be for the purpose of indicating only that the words are given a defined meaning in this Agreement.

- 5.1.0. "Agreement" shall mean the collective agreement between the Board and the Union made pursuant to the Education Act.
- 5.2.0. "Board" shall mean the Toronto District School Board.
- 5.3.0. "Continuing Education Occasional Teacher" means an Occasional Teacher who substitutes for a continuing education teacher.
- 5.4.0. "Degreed Rate" shall mean the rate applicable to a Short Term Occasional Teacher who holds a university degree acceptable to the Board.
- 5.5.0. "Elementary Teachers" shall mean the elementary teachers employed by the Board that are not occasional teachers.
- 5.6.0. "Local" shall mean the Elementary Teachers' Federation of Ontario – Toronto Occasional Teachers' Local.
- 5.7.0. "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of 10 or more consecutive school days as a substitute for one teacher.
- 5.9.0. "Occasional Teacher" means a teacher employed to teach as a substitute for a teacher or temporary teacher but not for a continuing education teacher, but
- if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and
- if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- 5.10.0. "Occasional Teacher List" means the list of Occasional Teachers who have been accepted by the Board as Occasional Teachers in the elementary panel.
- 5.11.0. "Predecessor Board" shall mean one of the boards which was consolidated into the Toronto District School Board in accordance with the Fewer School Boards Act, 1997.
- 5.12.0. "Short Term Occasional Teacher" means an Occasional Teacher who is not a Long Term Occasional Teacher.
- 5.13.0. "Union" shall mean the Elementary Teachers' Federation of Ontario.
- 5.14.0. When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

## **6.0.0. STRIKES AND LOCK-OUTS**

- 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 *School Boards Collective Bargaining Act*, the Ontario Labour Relations Act and the Education Act as amended.

## **7.0.0. UNION DUES CHECK-OFF AND LOCAL LEVY**

- 7.1.0. The Board shall deduct Union dues for every pay period for which an Occasional Teacher receives pay. Dues deducted in accordance with this article shall be forwarded to the General Secretary of the Elementary Teacher's Federation of Ontario, 136 Isabella St., Toronto, ON M4Y 0B5, within thirty (30) days of the dues being deducted. The Union shall annually inform the Board of the amount of such dues.

- 7.2.0. In addition to the regular Union dues referred to in 7.1.0., and upon submission of proof to the Board that the Local is authorized by its constitution to collect a local levy from its members, the Board shall deduct such levy from the pay of each Occasional Teacher and will remit such deduction directly to the Local within thirty (30) days of the levy being deducted. Such levy shall be a percentage of earnings.

- 7.3.0. 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 #.

Clarity note: if an employee does not have a deduction, they will not be represented in the report.

- 7.4.0. The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and/or the Local.

## **8.0.0. PROBATIONARY PERIOD**

- 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 thirty-five (35) full-time equivalent teaching days worked in the elementary panel.

## **9.0.0. GRIEVANCE AND ARBITRATION PROCEDURE**

- 9.1.0. Except for grievances based on a dispute that payment to an Occasional Teacher was in error, the grievance/arbitration procedures of this section shall not apply to Occasional Teachers who have not completed the probationary period.

- 9.2.0. Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

- 9.3.0. The terms of settlement of any grievance at any step shall be put in writing and signed by the parties to this Agreement.

### **Pre-grievance discussion**

- 9.4.0. An Occasional Teacher or a group of Occasional Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the principal or

immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.

- 9.5.0. In all discussions of the grievance, the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.

### **Step One**

- 9.6.0. If no resolution is reached under 9.4.0, a grievance may be submitted in writing by the Union, on behalf of an Occasional Teacher or group of Occasional Teachers, at Step One within 20 school days of the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher or group of Occasional Teachers.

- a) The grievance shall be submitted to the person designated by the employer with a copy to the principal or immediate supervisor.
- b) The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of the complaint and the remedy sought.
- c) The person designated by the employer shall meet with the Union within 10 school days of receipt of the grievance at a mutually agreeable time.

- 9.7.0. The Board or Union shall initiate a policy or group grievance by giving notice to the other party within 50 school days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.

- 9.8.0. The time within which such grievance may be brought may extend up to 50 school days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 50 school days preceding the end of the term of this Agreement.

- 9.9.0. For the purpose of this grievance procedure, the term "school day(s)" as used herein shall mean a day that is within the school year and is not a school holiday.

- 9.10.0. The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.

- 9.11.0. If the grievance is not settled within 10 school days of the meeting or after the written response has been given, if earlier than 10 school days, it may be referred to arbitration within 10 school days, notwithstanding 9.10.0.

- 9.11.1. The time limits provided for herein shall be calculated excluding the date the cause became known or reasonably ought to have been known to the grieving party.

### **Step Two - Arbitration of Grievance**

- 9.12.0. Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Union may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its desire to submit this grievance to arbitration.

- 9.13.0. The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 school days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- 9.14.0. The two appointees, or in the case of a single arbitrator, representatives of the Board and Union shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- 9.15.0. If a grievance concerns the discipline of an Occasional Teacher or dismissal for just cause, the arbitration board or single arbitrator may confirm the decision of the Board or reinstate the Occasional Teacher to the Occasional Teacher List or otherwise modify the penalty.
- 9.16.0. If there are several grievances concerning similar matters they may be heard or considered together as one grievance.
- 9.17.0. The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- 9.18.0. No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.19.0. Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

**10.0.0. SALARIES**

**See Part A: Central Terms - Letter of Agreement #8**

**Short Term Occasional Teachers**

- 10.1.0. A Short Term Occasional Teacher shall be paid a per diem rate according to the following schedule:

<b>Effective September 1, 2022</b>	
0 – 100 Days	\$250.56
Over 100 Days	\$275.68

<b>Effective September 1, 2023</b>	
0 – 100 Days	\$258.07
Over 100 Days	\$283.95

<b>Effective September 1, 2024</b>	
0 – 100 Days	\$282.46
Over 100 Days	\$291.76

<b>Effective September 1, 2025</b>	
0 – 100 Days	\$289.52
Over 100 Days	\$299.05

**Note:** All rates are inclusive of vacation and statutory holiday pay. The above rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2022	3.0%
September 1, 2023	3.0%
September 1, 2024	2.75%
September 1, 2025	2.50%

10.1.1. For purposes of 10.1.0., “Board” includes a Predecessor Board.

### **Long Term Occasional Teachers**

10.2.0. A Long Term Occasional Teacher shall be paid in accordance with the salary grid set out in the current collective agreement for the Board’s Elementary Teachers and such payment shall be retroactive to the beginning of the term of this Agreement.

Such payment shall be inclusive of all vacation and statutory holiday pay.

Placement on the grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching experience and category placement following confirmation by the Board of the appointment to the long term occasional teaching assignment.

Payment on the elementary teachers' salary grid shall be retroactive to the first day of the long term occasional teaching assignment.

The Long Term Occasional Teacher shall be paid as set out herein until the expiration of the long term occasional assignment.

10.2.1. In the event that a Long Term Occasional Teacher’s appointment’s termination abuts a scheduled professional activity day, she or he shall be paid for the professional activity day and shall be entitled to attend.

10.3.0. Recognized teaching experience shall include:

- 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.

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.

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 the most recent scale as set out by QECO. No qualification may receive duplicate recognition.

10.5.0. It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with the teacher's certification rating statement and any supporting documents no later than the end of the long term occasional teaching assignment.

10.6.0. In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional

Teacher will be given five teaching days' notice or five days' pay in lieu of notice. This shall apply only if the termination occurs for reasons other than misconduct, disobedience or neglect of duty on the part of the Long Term Occasional Teacher.

10.7.0. A Professional Activity/Development Day shall not interrupt the continuity of a long term occasional teaching assignment.

10.8.0. Where an Occasional Teacher is in a Long Term Occasional Teaching assignment and has been suspended due to an investigation, the member shall continue to receive their Long Term Occasional Teacher rate of pay until the investigation is completed, or the end date of the Long Term Occasional assignment has been reached.

10.8.1. In the event that a Long Term Occasional Teacher wishes to terminate their assignment prior to the originally scheduled termination date, the outgoing Long Term Occasional Teacher shall provide all assessment data to their Principal or designate prior to their final day.

**10.9.0. RECOVERY OF OVERPAYMENT/UNDERPAYMENT**

10.9.1. In the case of underpayment, the following shall apply:

1. If a 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 a 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. Overpayment:

In the case of overpayment, the following shall apply:

1. If a substantiated overpayment has occurred, the payroll department will communicate with the Occasional Teacher to obtain agreement to recover the overpayment.

Examples of repayment schedules are below.

Overpayment Amount	Recovery Period
\$1,000 or less	3 pay periods
\$1,001 - \$5,000	10 pay periods
\$5,001-\$10,000	16 pay periods
\$10,000 and greater	26 pay periods

10.9.3. Prior to any action being taken, in the case of underpayment or overpayment, the Occasional Teacher will be contacted by the Board to discuss a repayment plan.

**10.10.0. ALLOWANCES**

10.10.1. A Long Term Occasional Teacher who is replacing an Itinerant Teacher shall receive the same travel allowance as that Teacher, prorated to the length of the Long Term Occasional Teacher's assignment.

## **11.0.0. SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS**

### **See Part A: Central Terms – C7.00 - Sick Leave**

- 11.1.0. A Long Term Occasional Teacher's absence for illness or injury for a period:
- 11.1.1. of five consecutive school days or less may require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery, or
- 11.1.2. of over five consecutive school days shall require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.
- 11.2.0. Subject to C7.00, for the purpose of the administration of these sick leave provisions, the Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense.
- 11.3.0. When a Long Term Occasional Teacher:
- is injured during the performance of his/her duties and;
  - is unable to perform such duties and;
  - receives approval for a temporary loss of earnings benefit under the Workplace Safety and Insurance Act;

the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received.

## **12.0.0. MISCELLANEOUS LEAVES**

### **Bereavement Leave**

- 12.1.0. Bereavement Leave shall be granted by the Director without loss of salary for up to three days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teacher's immediate family in order for the Long Term Occasional Teacher to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters, grandparents and grandchildren.
- 12.2.0. Bereavement Leave for one day without loss of salary will be granted to a Long Term Occasional Teacher to attend the funeral of a close friend or relative other than the relatives covered under 12.1.0.

### **Examination and Graduation**

- 12.3.0. A Long Term Occasional Teacher who is scheduled to work and who has received the prior approval of the Director may be absent from duty without loss of salary as follows:
- 12.3.1. for the purpose of writing an examination the half day period during which the examination occurs, and
- 12.3.2. for the purpose of attending one's graduation or the secondary or post secondary graduation of a spouse, child or grandchild up to a full day.

### **Court Appearances**

- 12.4.0. A Long Term Occasional Teacher who is absent during the long term occasional teaching assignment by reason of a summons to serve as a juror or a witness in any court to which

the Long Term Occasional Teacher has been summoned in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged shall be paid the applicable earnings under 10.2.0. during the period of such absence but not beyond the end of the assignment provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

### **Religious Holy Days**

- 12.5.0. A Long Term Occasional Teacher may be absent without loss of salary for two religious holy days per school year during any long term occasional teaching assignment in that year.

### **Moving Day**

- 12.6.0. 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.

### **One Year Leaves**

- 12.6.1. 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. 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. 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. 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.

## **13.0.0. INSURED EMPLOYEE BENEFITS**

### **See Part A: Central Terms – C6.00 - Benefits**

- 13.1.0. (a) An Occasional Teacher who has:
- i. worked at least 80 full-time equivalent days as an Occasional Teacher for the Board in a school year and;
  - ii. remains on the Board's list of Occasional Teachers and;
  - iii. either remains available for work as an Occasional Teacher, or is absent, due to illness as certified by an appropriate licensed medical or dental practitioner; on a pregnancy or parental leave under the Employment Standards Act; or on a WSIB claim, as a result of an injury sustained while working as an Occasional Teacher in the Toronto District School Board; or as may be otherwise permitted by the Board and;
  - iv. provides the written notice required in accordance with 13.1.4

Shall be eligible to receive funding for benefits in the subsequent school year. An eligible Occasional Teacher shall receive monthly payments from September 1 to the following August 31.

\*NOTE: A day in receipt of WSIB Insurance is equivalent to a day worked if on the WSIB claim, as a result of an injury sustained while working as an Occasional Teacher for the Toronto District School Board.

- (b) An Occasional Teacher currently in receipt of benefits funding may continue to be eligible for the benefits funding from the next September 1 to the following August 31 providing that the Occasional Teacher:
- i. works at least 80 full-time equivalent school days as an Occasional Teacher with the Board during the current school year; or
  - ii. is on a Pregnancy or Parental leave under the Employment Standards Act; or has completed and returned from a Pregnancy or Parental Leave under the Employment Standards Act; and;
  - iii. fulfills the conditions set out under 13.1.4
- 13.1.1. The eligible Occasional Teacher shall be entitled to funds to be used for the sole purpose of purchasing from among health, life and/or dental plans. The funding amount shall be the lesser of (a) and (b):
- (a) the ETFO ELHT per FTE funding rate in effect in C5.3 of the central terms, multiplied by 96.7% and further multiplied by 50%
  - (b) the actual benefit plan cost multiplied by 50%.
- 13.1.2 This funding amount shall be prorated for the portion of the year that the daily Occasional Teacher enrolls in the plan. Payments shall be provided to the eligible daily Occasional Teacher on a monthly basis.
- 13.1.3 Notwithstanding the aforementioned, where any daily Occasional Teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.
- 13.1.4 Annually, each eligible Occasional Teacher will provide notice with the Board's processes, or no later than sixty (60) days of their intention to access benefits funding.
- 13.2.0 If the Occasional Teacher fails to comply with any of the conditions of 13.0.0. the Occasional Teacher's benefits funding shall immediately cease and the Occasional Teacher shall not be eligible to access benefits funding until the Occasional Teacher again becomes eligible under 13.0.0.
- 13.3.0 For the 2023-2024 school year, the aforementioned language will come into effect sixty (60) days following the date of central ratification.
- 14.0.0. EVALUATION OF AN OCCASIONAL TEACHER'S CLASSROOM TEACHING**
- 14.1.0. An evaluation of Short Term Occasional Teacher may be made at the discretion of the Principal, Vice-Principal or a Supervisory Officer.
- 14.2.0. A Short Term Occasional Teacher will, under normal circumstances, be given two days prior notice of a classroom evaluation.

- 14.3.0. Any classroom evaluation of a Short Term Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Short Term Occasional Teacher within fifteen (15) school days using the Elementary Occasional Short Term Evaluation Form.
- 14.4.0. The Short Term Occasional Teacher will be given an opportunity to read the evaluation, to sign it, and make any written comments on or appended to the evaluation that the Short Term Occasional Teacher so desires.
- 14.5.0. The Short Term Occasional Teacher's signature will indicate only that the Short Term Occasional Teacher has read the evaluation.
- 14.6.0. The original signed evaluation form shall be kept on file in the Occasional Teacher's personnel file.
- 14.7.0. If, for any reason, the Short Term Occasional Teacher fails to sign the evaluation form, this shall be noted on the copy of the evaluation form maintained in the Occasional Teacher's personnel file.
- 14.8.0. A Long Term Occasional Teacher shall be evaluated in accordance with current practice.

**15.0.0. PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS**

- 15.1.0. A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity/Development Day will be paid for the day and will be required to participate in the scheduled professional activities approved by the Board for the regular day school teachers of the school in which the Long Term Occasional Teacher is employed.
- 15.2.0. A professional activity or development day shall not interrupt the count towards a determination of whether or not an assignment is a long term occasional teaching assignment.
- 15.3.0. By September 30<sup>th</sup> of each school year, the Board will provide upon request \$25,000 to the Local in order to provide professional development to its members.

NOTE: This is effective September 1, 2009

- 15.4.0. Occasional Teachers may access professional development being offered by the Board's Professional Learning Unit pending availability.

**16.0.0. LATE CALLS**

- 16.1.0. A Short Term Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request to report for such assignment provided that the Short Term Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the Short Term Occasional Teacher.
- 16.2.0. The written record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out late.
- 16.3.0. Except where otherwise indicated by the Board representative, an Occasional Teacher shall report for duty at least 15 minutes prior to the commencement of classes.
- 16.3.1. 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.

### **17.0.0. CALL-OUT ERROR**

- 17.1.0. If a Short Term Occasional Teacher has been called in error for a half-day assignment, the Short Term Occasional Teacher shall be given a half-day's employment within his/her profile and be paid a half-day's pay for such employment.
- 17.2.0. If a Short Term Occasional Teacher has been called in error for a full day assignment, the Short Term Occasional Teacher shall be given a full day's employment within his/her profile and be paid a full day's pay for such employment.
- 17.3.0. The record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out in error.
- 17.4.0. 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.

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.

### **18.0.0. OCCASIONAL TEACHER LIST**

- 18.1.0. To be eligible for inclusion and to remain on the Occasional Teacher List, an Occasional Teacher must have and maintain a valid membership number issued by the Ontario College of Teachers.
- 18.2.0. Occasional Teachers shall notify the person designated by the employer, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 18.3.0. The Board shall, on or before September 15, November 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.
  - 18.3.1. The Union agrees that its use of the information provided under 18.3.0. shall be used confidentially for Union purposes only.
- 18.4.0. An Occasional Teacher on the Occasional Teacher List may, with reason and 15 school days prior written notice, request to have that Occasional Teacher's name voluntarily removed from the Occasional Teacher List for a specified time period.
  - 18.4.1. The 15 school days prior notice may be waived by the person designated by the employer in case of emergency or special circumstance.
- 18.5.0. Subject to the approval of the person designated by the employer, the Occasional Teacher's name may be transferred to the inactive list and shall be returned to the Occasional Teacher List at the conclusion of the specified time period.
- 18.5.1. Effective, September 1, 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 thirty (30) full time equivalent days by June 30 of each year.

18.6.0. The Board shall provide a renewal notice to each Occasional Teacher on the List by May 31 of each year. An Occasional Teacher who does not respond by the following June 30 shall be removed from the List prior to the commencement of the next school year.

18.7.0 The Board shall maintain a capped Occasional Teacher List of up to forty percent (40%) of the FTE number of permanent elementary teachers employed by the Board.

**19.0.0. ELEMENTARY OCCASIONAL TEACHERS' CONSULTATION COMMITTEE**

19.1.0. The Board and the Local shall jointly establish the Elementary Occasional Teachers' Consultation Committee. The Committee will have as its members up to three members appointed from the Board's staff, one of whom shall be named as co-chairperson, and up to three members of the Local appointed by the Local, one of whom shall be named as co-chairperson by the Local. The composition of this committee may be modified by mutual agreement.

19.2.0. The Committee shall meet at a mutually convenient time and within twenty (20) calendar days of the written request of either party being received by the other.

19.3.0. Should a meeting be convened at a mutually agreed time which requires the early dismissal of an Occasional Teacher, the Occasional Teacher may attend such a meeting without loss of pay provided that the Occasional Teacher has been in the current assignment for at least 5 consecutive school days.

19.4.0. Such a Committee shall discuss issues of concern to either the Board or the Local but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.

19.5.0. Such a Committee shall be a consultative body and may make recommendations to the person designated by the employer.

19.6.0. The Occasional Teachers' section of the Employee Services Protocol as developed in consultation with the Local may be amended from time to time in consultation with the Local.

19.7.0. Prior to making any changes to the Board's protocol regarding the dispatch system, the Board shall consult with the Union at the Elementary Occasional Teachers' Consultation Committee.

19.7.1. Annually, upon written request to the Board after October 31st of the school year, the Local shall be provided with:

- a) the number of Occasional Teachers accessing Employee Benefits Funding under Article 13 in the current school year,
- b) a scattergram of the current daily occasional teacher salaries for the current school year.

19.7.2. The Committee will, on an ongoing basis:

- a) Review issues, identify and explore strategies for the equitable distribution of daily work.
- b) Review data concerning unfilled vacancies, Occasional Teacher utilization and emergency appointment, and staffing needs in relation to the Occasional Teacher List.

- c) If the Elementary Occasional Teacher Consultation Committee does not meet in any given month, upon request, the data will be shared with the President, or designate, of the Local in a timely fashion.

#### **20.0.0. PRINTING OF THE AGREEMENT**

- 20.1.0. The Board will make available electronically a copy of this Agreement. Both the Board and the Local will post the Collective Agreement on their respective websites.

#### **21.0.0. PERSONNEL FILES**

- 21.1.0. An Occasional Teacher shall have access during normal business hours to that Occasional Teacher's personnel file upon prior written request and in the presence of the person designated by the employer. The Occasional Teacher may be provided with a copy of any material contained in this file.
- 21.2.0. The Occasional Teacher may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.
- 21.3.0. If the Occasional Teacher disputes the accuracy or completeness of any such information other than an evaluation under 14.0.0., the Board shall within 15 days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy either confirm or amend the information.

Where the Board amends such information under 21.3.0. the Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on the inaccurate information.

- 21.4.0. 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.

#### **22.0.0. COMMUNICATIONS**

- 22.1.0. All official communications between the parties arising out of this Agreement or incidental thereto shall pass between the person designated by the employer and the official designated by the bargaining unit.
- 22.2.0. The Board shall provide, to the Local, access to the Board email system.

#### **23.0.0. POSTING OF NOTICES – BULLETIN BOARD**

- 23.1.0. The Board shall provide space on a bulletin board in each elementary school for the posting of notices dealing with Union business. All such notices shall receive prior written approval from the person designated by the employer. Such approval shall not be unreasonably withheld. Where practical, the decision will be communicated to the Union

within one business day of receipt, by the person designated by the Employer, of the requested notice.

#### **24.0.0. UNION BUSINESS**

- 24.1.0. Subject to 24.1.1. to 24.1.2., the Board shall grant a paid leave of absence to an Occasional Teacher who is elected either to ETFO Provincial Office or as full time President and/or other officer(s) of the Local for a period of a year.
- 24.1.1. Such an Occasional Teacher shall be paid, at the rate that is set by the Union, provided that the rate conforms to either the appropriate daily or the appropriate long term occasional teacher rate.
- 24.1.2. Such an Occasional Teacher will be retained on the Board's Occasional Teacher List, in an "inactive" status, for the duration of the period of elected office.
- 24.2.0. If the Local requests a part-time leave for the President and/or other officer(s) of the Local, the Board shall grant such request provided that the part-time leave shall be regularly scheduled in a manner acceptable to the Board.
- 24.2.1. 24.1.1. applies to a part-time leave for the President and/or other officer(s).
- 24.2.2. It is understood and agreed that the President and/or other officer(s) will be unavailable for long term occasional teaching positions while on a part-time leave for union business.
- 24.3.0. The Union may appoint or otherwise select a negotiating committee of up to five (5) members. The committee shall represent the Union in all negotiations for the renewal of this Agreement with the representatives of the Board.
- 24.3.1. Subject to the program needs of the Board, a Long Term Occasional Teacher, who is a member of the negotiating committee, shall be paid at the rate that the Occasional Teacher would receive as a Long Term Occasional Teacher.
- 24.4.0. Any paid leave of absence shall be considered as teaching experience where the President or other officer(s) of the Local are being paid a long term occasional grid salary by the Board as reimbursed by the Local.
- 24.5.0. The period of paid leave for the President or other officer(s) of the Local shall be considered as a period contributing to eligibility for participation in the Board's employee benefit plans as set out in 13.0.0. provided that, if the Occasional Teacher participates, the Union reimburses the Board for the Board's share of the premium costs.
- 24.6.0. When the Board requires that an Occasional Teacher, as a representative of the bargaining unit, be present at a meeting, dealing with matters relating to the bargaining unit, during the Occasional Teacher's normal hours of work, the Board shall pay the Occasional Teacher at the rate for the day or half day for which the presence is required.
- 24.7.0. The Union shall reimburse the Board for the full employment costs incurred under 24.1.0. to 24.5.0.
- 24.8.0. Notwithstanding 24.7.0., a member of the negotiating committee under 24.3.0., who is employed in a Long Term Occasional Teacher position at the time when a meeting, or meetings, with the Board's negotiating team has, or have been, scheduled by a mediator or conciliation officer, shall, if the assignment continues on the days of the meeting(s), be released with the applicable pay and benefits for the meeting(s).

- 24.8.1. The time referred to in 24.8.0. is the time when the mediator or conciliator notifies the parties of the meeting(s).
- 24.9.0. 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.

**25.0.0. ABSENCE DURING THE QUALIFYING PERIOD OF A PRE-SCHEDULED LONG TERM OCCASIONAL TEACHER ASSIGNMENT**

- 25.1.0. Subject to 25.1.1. and 25.1.2., if the prospective assignment of an Occasional Teacher is scheduled to extend beyond the qualifying period, required for a Long Term Occasional Teacher assignment, and the Occasional Teacher has completed at least six (6) days of the assignment but is required to be absent for a period not exceeding one day, the Occasional Teacher shall continue in the assignment after the day of absence.
- 25.1.1. The reason for the absence shall be limited exclusively to an absence for an approved religious holy day, a professional development day or for personal illness.
- 25.1.2. Prior to being absent, the Occasional Teacher shall notify the Principal, or designate, of the reason for the absence and confirm to the Principal, or designate, the Occasional Teacher's intent to return to the assignment after the absence.
- 25.2.0. An absence, under 25.1.0., does not count as a day towards the qualifying period under 5.6.0.

**26.0.0. ACCESS PROVISIONS**

**26.1.0. Access to Day School Teacher Positions**

- 26.1.1. The Board will, in consultation with the Local, establish a process to ensure that Occasional Teachers are aware of the deadlines for applying for day school teaching positions.
- 26.1.2. The Board will provide an information session, to which Occasional Teachers shall have access, regarding the selection process, including the criteria for selection to the approved for hire list.
- 26.1.3. The Board shall provide to the Union by September 15 each year, a list of Occasional Teachers on the active roster at June 30 of the previous school year that have been hired into half-time and full-time elementary teaching positions.

**26.2.0. Access to Long Term Occasional Teaching Positions**

- 26.2.1. When, at least fifteen (15) school days prior to its commencement, it is known, to the person designated by the employer, that an occasional teaching assignment will become a long term occasional teaching assignment, the assignment shall be advertised on the Board Intranet for a period of four (4) days.
  - (a) Only Occasional Teachers on the Elementary Occasional Teacher List who have completed a minimum of five (5) days as a Short-Term Occasional Teacher with the Board or a previous long-term occasional teaching assignment with the Board prior to the date of posting, shall initially be considered to fill a long-term occasional teaching assignment in the first round of posting for the job. ("Round 1") Permission must be received from the person designated by the employer with responsibility for Occasional Teachers or designate, prior to offering the position.

- (b) In the event that there is no applicant in Round 1 who is selected for a long-term occasional teaching assignment, the assignment may be re-posted (“Round 2”). Applicants with or without five (5) days short-term occasional teaching experience or a previous long-term occasional teaching assignment with the Board shall at this point be eligible for consideration for the long-term occasional teaching assignment. Permission must be received from the person designated by the employer with responsibility for Occasional Teachers or designate, prior to offering the position.
- (c) If it is determined, from the interview process, that no available Occasional Teacher is acceptable, then the Employer will appoint a person to the assignment.
- (d) Upon approval of the appointment in either Round 1 or subsequent Rounds, the Board shall provide to the Local:
  - i. The LTO posting number
  - ii. The school, grade and/or subject assignment
  - iii. The name and employee number of the person selected to fill the position
  - iv. Indication that the selected candidate has completed or has not completed five (5) days of daily occasional teaching or a previous long-term assignment with the Board.
- (e) Should no eligible candidate be selected in Round 1, the Board shall provide the Local with the names and employee numbers of all candidates interviewed in Round 1.
- (f) The person designated by the employer with responsibility for Occasional Teaching shall provide a memorandum to all Principals by June 1 of each school year to remind them of their obligations under Article 26.2.1. in this Collective Agreement.

**27.0.0. NON TEACHING DUTIES**

- 27.1.0. No Occasional Teacher shall be required to perform as part of that Occasional Teacher’s regular duties any duties normally and regularly performed by members of the secretarial or custodial staff. This shall not preclude the participation of an Occasional Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act, as amended from time to time, and Regulations thereunder.

**28.0.0. WORKING CONDITIONS**

- 28.1.0. Each Occasional Teacher shall have a minimum of 40 consecutive, uninterrupted minutes for lunch.
- 28.2.0. The Timetable for an Occasional Teacher shall be the same as the timetable of the Teacher being replaced.
- 28.2.1. Notwithstanding Article 28.2.0. an Occasional Teacher shall not be assigned any supervisory duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment. It is understood that a comparable supervisory duty may be assigned by the Principal during the day.
- 28.2.2. Notwithstanding Article 28.2.0., should the Board bring in an Occasional Teacher for an assignment other than the replacement of an absent teacher (e.g. preparation payback, coverage for IPRC meetings, grade placements, divisional meetings), the

Board will enter the assignment into the dispatch system in a manner that informs the Occasional Teacher of the nature of the assignment.

- 28.2.3. Notwithstanding Article 28.2.0., on a day when a school does not receive a sufficient allotment of Occasional Teachers to cover teacher absences, an Occasional Teacher may be required to assist in the coverage of classes along with regular day school teachers.
- 28.3.0. No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.
- 28.4.0. An Occasional Teacher shall be paid either a half-day's pay or a full day's pay. An assignment scheduled for one-half day or less shall be compensated at a half-day's pay. An assignment scheduled in excess of one half-day shall be compensated at a full day's pay.
- 28.5.0. When a Long Term Occasional teaching assignment is completed prior to the required date for report cards to be submitted, the Occasional Teacher may be assigned to assist with the completion of these report cards up to a maximum of three days. The Occasional Teacher will be compensated at LTO grid rate for these days.
- 28.5.1. With the exception of Short-Term Occasional Teachers who are blocked from picking up teaching assignments on the system, when the Board requires that a Short-Term Occasional Teacher be present at an Opportunity to Respond meeting, the Board shall hold the meeting outside of the instructional day, unless there is mutual agreement to hold the Opportunity to Respond meeting within the instructional day. Attendance at the Opportunity to Respond meeting is unpaid.
- 28.6.0 The Board shall facilitate and support Short Term Occasional Teachers in their assignment by making every reasonable effort to provide the Occasional Teacher with:
- 1) Lesson plan with access to the resources for implementing it as determined by the Board;
  - 2) (a) A current class list for each class assigned;  
(b) Occasional Teachers shall be made aware of safety plans and life threatening medical conditions of students in their assigned class;
  - 3) A map of the school, including the location of washrooms and washroom key if necessary;
  - 4) Contact list for school administration;
  - 5) The teacher's timetable and class times;
  - 6) Emergency procedures on fire drill, evacuation procedures, lock-down;
  - 7) Attendance procedures, arrival and dismissal procedures, and if applicable bussing procedures;
  - 8) Yard and lunch duty schedules (including indoor schedules);
  - 9) Location of Health and Safety board;
  - 10) A process to distribute and return key(s).
- The Board will undertake to periodically issue a reminder to administrators about the importance of these materials.
- 28.7.0. The Board Shall, in compliance with the *Occupational Health and Safety Act*, and Board Policies/Procedures and Guidelines, as it applies to Occasional Teachers, respond

promptly to Occasional Teacher concerns regarding the safety of the working environments..

- 28.8.0. For purposes of Employment Insurance, a day worked as an Occasional Teacher will be reported as eight (8) hours of insurable earnings towards Employment Insurance claim.
- 28.9.0. Any Occasional Teacher, who has taught at least twenty (20) full-time equivalent days in the previous school year, shall be eligible to participate in the Employee Assistance Program.
- 28.10.0. Should a Long Term Occasional Teacher be required to complete Progress Reports or Report Cards, the Long Term Occasional Teacher may request training/support from the Principal or designate and such request shall not be unreasonably denied.

#### **29.0.0. CONTINUING EDUCATION OCCASIONAL TEACHERS**

29.1.0. Except as set out in 29.1.1. and 29.1.2., only the terms and conditions of employment, in 29.0.0., apply to Continuing Education Occasional Teachers.

29.1.1. The following apply to Continuing Education Occasional Teachers:

- 1.0.0. and 1.1.0
- 2.0.0. to 2.2.0.
- 3.0.0. and 3.1.0.
- 4.0.0. and 4.1.0.
- 5.2.0. and 5.3.0.
- 6.0.0. and 6.1.0.
- 7.0.0. to 7.4.0.
- 8.0.0. and 8.1.0.

29.1.2. **Grievance Procedure**

(a) Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

#### **Step One**

(b) A grievance may be filed by the Union, on behalf of a Continuing Education Occasional Teacher or group of Occasional Teachers, in writing and signed by the Union, to the person designated by the Employer. The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of this complaint and the remedy sought. The person designated by the employer shall attempt to resolve the grievance within 10 days of receipt of the grievance in writing.

(c) The Board or Union shall initiate an individual or a group grievance by giving notice to the other party within 25 days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.

(d) The time within which such grievance may be brought may extend up to 25 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 25 days preceding the end of the term of this Agreement.

- (e) The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.

**Step Two - Arbitration of Grievance**

- (f) Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Union may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its desire to submit this grievance to arbitration.
- (g) The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- (h) The two appointees, or in the case of a single arbitrator, representatives of the Board and Union shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- (i) The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- (j) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (k) Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

**29.2.0. Salary**

29.2.1. The hourly rate of pay for a Continuing Education Occasional Teacher shall be:

<b>Effective Date</b>	<b>Amount</b>
September 1, 2022	\$56.76
September 1, 2023	\$58.46
September 1, 2024	\$60.07
September 1, 2025	\$61.57

**Note:** Rates are inclusive of Vacation Pay and Statutory Holiday Pay. The above rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2022	3.0%
September 1, 2023	3.0%

September 1, 2024	2.75%
September 1, 2025	2.50%

29.2.2. The hourly rate of pay, set out in 29.2.1., shall be payment for the normal duties of a Continuing Education Occasional Teacher and shall be paid for classroom hours only.

## **LETTER OF UNDERSTANDING**

### **Re: Investigations for Short-Term Occasional Teachers**

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:

- 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.

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.

## **LETTER OF UNDERSTANDING**

### **Supports for Daily Occasional Teachers**

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.

The workgroup will meet at least three (3) times and will issue a final report, including any recommendations, by June 30, 2022.

## **LETTER OF UNDERSTANDING**

### **Late Cancellation Project**

Effective September 1, 2025, should cancellation of a scheduled assignment occur less than two (2) hours prior to its start time, the Occasional Teacher shall attend the school where the cancelled scheduled assignment was to take place and the school will provide an alternate assignment, which may include, but is not limited to preparation time payback.

The Board shall create a resource on best practices for utilizing Short Term Occasional Teachers who have arrived at a school following a late cancellation.

**LETTER OF INTENT**  
**Data Collection and Staffing**  
**Staffing Committee Sub-committee of EOTCC**

The Board will gather, on an on-going basis, data concerning unfilled vacancies, Occasional Teacher utilization and emergency appointments. This data will be shared with the Elementary Occasional Teachers' Consultation Committee. If the Elementary Occasional Teacher Consultation Committee does not meet in any given month, upon request, the data will be shared with the President of the Local in a timely fashion.

A Staffing Committee shall be convened no later than June of each year to review the staffing process for the upcoming year. This Committee shall be comprised of equal representation from the Board and the Local, including input from the Elementary Teaching Office. This Committee shall be a sub-committee of the Elementary Occasional Teachers' Consultation Committee.

Following the June meeting, the full committee including representation from the Elementary Teaching Office (including the Senior Manager of Elementary Teaching), will meet by October 15, December 15, February 28, and April 30 each year.

The Staffing Committee will consult on:

- a) The Board's Occasional Teacher grade, subject, and geographic needs;
- b) Managing the current number of Occasional Teachers on the List, to fill the Board's staffing requirements while providing a reasonable level of employment for Occasional Teachers;
- c) Developing a process for priority consideration of Occasional Teachers covered by this agreement on the Board's eligible-to-hire list who are seeking contract positions with the Board.
- d) Strategies for recruitment.

The Union Local undertakes to inform its members of changes to the Board's occasional teacher requirements.

**SUPPLEMENTARY INFORMATION**

(This information is not part of the Collective Agreement)

Effective September 1, 2022					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	49,414	53,416	55,900	60,461	64,748
1	52,019	56,240	58,865	64,524	68,259
2	55,048	59,510	62,284	68,816	72,436
3	58,071	62,778	65,709	73,101	76,630
4	61,517	66,502	69,569	77,622	81,492
5	64,957	70,221	73,461	82,135	86,357
6	67,290	73,941	77,332	86,652	91,214
7	70,680	77,675	81,192	91,170	96,088
8	74,069	81,398	85,068	95,681	100,945
9	77,459	85,114	88,938	100,202	105,810
10	80,844	88,837	92,801	104,723	110,675
11X	83,064				
11Y	84,399				
11Z	88,837				

Effective September 1, 2023					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	50,897	55,019	57,577	62,275	66,691
1	53,580	57,928	60,631	66,460	70,307
2	56,700	61,296	64,153	70,881	74,610
3	59,814	64,662	67,681	75,295	78,929
4	63,363	68,498	71,657	79,951	83,937
5	66,906	72,328	75,665	84,600	88,948
6	69,309	76,160	79,652	89,252	93,951
7	72,801	80,006	83,628	93,906	98,971
8	76,292	83,840	87,621	98,552	103,974
9	79,783	87,668	91,607	103,209	108,985
10	83,270	91,503	95,586	107,865	113,996
11X	85,556				
11Y	86,931				
11Z	91,503				

Effective September 1, 2024					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	52,297	56,533	59,161	63,988	68,526
1	55,054	59,522	62,299	68,288	72,241
2	58,260	62,982	65,918	72,831	76,662
3	61,459	66,441	69,543	77,366	81,100
4	65,106	70,382	73,628	82,150	86,246
5	68,746	74,318	77,746	86,927	91,395
6	71,215	78,255	81,843	91,707	96,535
7	74,804	82,207	85,928	96,489	101,693
8	78,391	86,146	90,031	101,263	106,834
9	81,978	90,079	94,127	106,048	111,983
10	85,560	94,020	98,215	110,832	117,131
11X	87,909				
11Y	89,322				
11Z	94,020				

Effective September 1, 2025					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	53,605	57,947	60,641	65,588	70,240
1	56,431	61,011	63,857	69,996	74,048
2	59,717	64,557	67,566	74,652	78,579
3	62,996	68,103	71,282	79,301	83,128
4	66,734	72,142	75,469	84,204	88,403
5	70,465	76,176	79,690	89,101	93,680
6	72,996	80,212	83,890	94,000	98,949
7	76,675	84,263	88,077	98,902	104,236
8	80,351	88,300	92,282	103,795	109,505
9	84,028	92,331	96,481	108,700	114,783
10	87,699	96,371	100,671	113,603	120,060
11X	90,107				
11Y	91,556				
11Z	96,371				

**Note:** The above salaries include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2022	3.0%
September 1, 2023	3.0%
September 1, 2024	2.75%
September 1, 2025	2.5%