

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

# **Collective Agreement**

**Trillium Lakelands  
District School Board**

**Trillium Lakelands  
Occasional Teachers Local**



# **COLLECTIVE AGREEMENT**

**between**

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**

**and**

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO -**

**TRILLIUM LAKELANDS OCCASIONAL TEACHERS' LOCAL**



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

**Not all provisions in Part A (Central Terms) are applicable to Occasional Teachers. Please refer to the specific central terms to determine whether the provisions are applicable or not.**

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## **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: Hiring Practices**

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

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

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

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

**LETTER OF AGREEMENT #16**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Safe Teaching and Learning Environments**

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

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

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

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

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

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

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

## PART B - LOCAL TERMS

### ARTICLE 1 – PURPOSE

- 1.01 It is the purpose and intent of both Parties to establish, promote and facilitate an effective, harmonious and orderly working relationship, to provide for the prompt and equitable disposition of grievances which arise under the terms of this Collective Agreement, and to set out the terms and conditions of employment that have been agreed to by the Parties.
- 1.02 This Collective Agreement shall apply only to the Members of the Elementary Teachers' Federation of Ontario – Trillium Lakelands Occasional Teachers' Local and to the Trillium Lakelands District School Board.

Note: For purposes of clarification, the Parties understand and agree that Members of Trillium Lakelands Elementary Teachers' Local (TLETL) are not covered by this Agreement.

### ARTICLE 2 – RECOGNITION

- 2.01 Trillium Lakelands District School Board (hereinafter referred to as the “Board” or “Employer”) recognizes the Elementary Teachers' Federation of Ontario (ETFO – hereinafter referred to as the “Union”) as the exclusive bargaining agent for all Occasional Teachers in the Elementary Panel employed by Trillium Lakelands District School Board.
- 2.02 The Employer recognizes the right of the Local to authorize ETFO or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03 The Local recognizes the right of the Employer to authorize its external organization or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.04 The Employer recognizes the right of a member to request the assistance of an ETFO and/or Local representative at any meeting where the conduct, competence or performance of the member is to be formally discussed.
- 2.05 The Union and/or Local will inform the Board from time to time, in writing, of who is authorized to act on its behalf.
- 2.06 Correspondence

All correspondence between the Parties arising out of this Agreement shall pass by email to and from the President of the Local or designate, and to and from the Director of Education for the Board or designate.

### **ARTICLE 3 – DEFINITIONS**

- 3.01 “Occasional Teacher” shall mean an Occasional Teacher as defined in the *Education Act*.
- 3.02 "Short-Term Occasional Teacher" shall mean an Occasional Teacher whose employment is for a short-term period on a day-to-day basis until no longer required or until "Long-Term Occasional Teacher" status is attained.
- 3.03 "Long-Term Occasional Teacher" shall mean an Occasional Teacher qualified under the *Education Act* and Regulations to teach as a substitute for a permanent, probationary or temporary Teacher:
- (a) who has died during the school year, in which case the substitute employment shall not extend past the end of the school year in which the death has occurred, or
  - (b) who is absent from duties for a temporary period, in which case the substitute employment shall not extend past the end of the second school year after the absence begins.
- 3.04 "Board" means the Trillium Lakelands District School Board (TLDSB), as well as its predecessor Boards, namely The Muskoka Board of Education, The Haliburton County Board of Education, and The Victoria County Board of Education. "Employer" shall have an identical meaning.
- 3.05 “Union” means the Elementary Teachers’ Federation of Ontario (ETFO).
- 3.06 "Local" means the Trillium Lakelands Occasional Teachers’ Local (ETFO-TLOTL), which is the authorized bargaining unit of ETFO for Occasional Teachers in the Elementary Panel, as established in accordance with the ETFO constitution.
- 3.07 "Parties" means the ETFO/Local and the TLDSB.
- 3.08 “Member” refers to a teacher in the Local represented by ETFO Trillium Lakelands Occasional Teachers’ Local (ETFO-TLOTL).
- 3.09 "Lockout" and "Strike" means lockout and strike as defined by the *Ontario Labour Relations Act*, as amended from time to time.
- 3.10 "Agreement” refers to this Collective Agreement between the Parties.
- 3.11 “Elementary Teachers” shall mean the Elementary Teachers, other than Occasional Teachers, employed by the Board in its elementary panel.

### **ARTICLE 4 - DURATION & RENEWAL**

- 4.01 The effective period of this Agreement shall be September 1, 2022 to August 31, 2026 inclusive.
- 4.02 This Agreement shall supersede all previous Collective Agreements between the Parties and shall continue in force and effect in accordance with the applicable provisions of the *Ontario Labour Relations Act* and the *Education Act*.

- 4.03 In accordance with the *Ontario Labour Relations Act*, Section 59, if either Party gives notice of its desire to negotiate, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement.
- 4.04 No changes can be made to this Agreement without the mutual written consent of the Parties.

#### **ARTICLE 5 – UNION DUES & ASSESSMENTS**

- 5.01 On each pay date on which a member is paid, the Employer shall deduct from each member the ETFO dues and any dues chargeable by the Local or an equivalent amount. The amounts shall be determined annually by ETFO and/or the Local(s) in accordance with their respective constitutions and forwarded to the Employer at least thirty (30) days prior to the expected date of change. Quarterly, the Employer will provide to the President of the Local, the number of hours worked by TLOTL members in a DECE role.
- 5.02 The ETFO dues deducted in 5.01 shall be remitted to the General Secretary of the ETFO no later than the fifteenth (15th) day of the month following the date on which the deductions were made. The remission of dues and assessments to the Union/Local shall be accompanied by a list specifying each Members': name, address, Board email, Ministry Identification Number (MIDENT), LTO FTE status, member status (ie: active/terminated/retired), member leave status, OCT number, salary paid for the given month, and the amounts deducted for dues and assessments.

It is understood that only those members with dues and assessments deducted for the given month will appear on the report.

- 5.03 ETFO and/or the Local, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by ETFO and/or the Local. ETFO and/or the Local agrees to execute such directions as may be necessary to authorize such deductions.

#### **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

- 6.01 There shall be no strike or lock-out during the term of this Collective Agreement or its continuation in accordance with the provisions of the Labour Relations Act. The terms "strike" and "lock-out" shall be as defined in the Labour Relations Act.
- 6.02 No teacher shall be required to perform the duties, beyond those prescribed by the Education Act and related regulations, of any other employee of the Board who is engaged in a lawful strike or lockout.
- 6.03 In the event of a strike by employees in another Local, the Employer will, at the request of the Local, meet with the Local under the auspices of the Labour Management Committee to discuss the impact or potential impact of the strike on the Local's membership.



## **ARTICLE 7 - MANAGEMENT RIGHTS**

- 7.01 Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the affairs of the Board and the school system are vested solely and exclusively with the Board.
- 7.02 The Parties agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations of the Province of Ontario.

## **ARTICLE 8 – RIGHTS & RESPONSIBILITIES**

### 8.01 Just Cause

No employee who has successfully completed the probationary period shall be dismissed, demoted or disciplined without just cause.

### 8.02 Non-Discrimination

The Parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, or participates in the lawful activities of the Elementary Teachers' Federation of Ontario or its Occasional Teacher Local.

### 8.03 Copies of the Collective Agreement

The Employer shall post the Collective Agreement on the Board's intranet site within sixty (60) days of the execution of any new Agreement.

### 8.04 Probationary Period

Each newly-hired employee in the Occasional Teacher Local shall serve a probationary period of forty (40) school days. All Occasional Teachers, including those who have not completed the probationary period, have recourse to the grievance procedure if disciplined or discharged. However, the standard for discharging a probationary Occasional Teacher will be a lesser standard than for those Occasional Teachers who have successfully completed the probationary period. Probationary Occasional Teachers may be discharged at the discretion of the Employer, provided that such discretion is not exercised in bad faith.

### 8.05 Access to Personnel File

- (a) The personnel file respecting an employee shall be maintained in the Human Resources Services Department of the Board. Employees in the Local shall have access to their personnel file at reasonable times in the presence of a member of the Human Resources Services staff. Upon request, employees shall be provided with a copy of material contained in the file. It is understood that should there be mutual agreement between the employee and the Superintendent of Human Resources Services (or designate) that an item is

inaccurate, the item shall be corrected within the following fifteen (15) school days. It is further understood that should there be no mutual agreement between the employee and the Superintendent of Human Resources Services (or designate), the employee shall have a right to make a written reply to the item which they feel is inaccurate. The reply shall form part of the employee's personnel file.

- (b) Copies of any document respecting the performance or conduct of any Occasional Teacher shall be given to the Occasional Teacher within five (5) working days of the writing of such document and at least three (3) days prior to the document being filed.
- (c) The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, or agreement with, the contents.
- (d) Where a minimum of two (2) years have elapsed since the recording of a disciplinary notation/negative material on a Member's file, the Member may request that such disciplinary notation/negative material be reviewed. Such notation/negative material may be removed from the file provided the personnel file has been free of any written warning or disciplinary action during the intervening period. It is understood that Letters of Expectation are not maintained in the personnel file. A request for removal shall not be unreasonably denied.

It is understood by the Parties that negative material does not include teacher evaluation reports.

#### 8.06 Labour Management Committee

There shall be a Labour Management Committee consisting of up to three (3) members appointed by the Employer and up to three (3) members appointed by the Local. The Committee shall meet at the request of the Local Executive or of the Employer to discuss matters of common concern. Meetings of the Committee shall take place outside of normal working hours. Where it is necessary that a meeting shall be held during the school day, this shall be at no expense to the Employer unless the member was scheduled to work, in which case the member shall suffer no loss of pay or benefits.

#### 8.07 Board Policies and Procedures

The Employer agrees to consult with the President of the Local prior to making any changes, additions or deletions to Board Policies which have a direct impact upon Elementary Occasional Teachers. The Employer further agrees to consult with the President of the Occasional Teachers' Local on the Development of or revisions to Administrative Procedures related to teacher evaluation. These provisions shall not apply if an authorized representative of the Occasional Teachers' Local participates in the development of a Board Policy or Administrative Procedure.

8.08 Job Vacancies for Elementary Teaching Positions

The Employer shall consider the written application of any Occasional Teacher who is currently on the Occasional Teacher List and who is interested in full-time or part-time regular employment in an elementary teaching position for which they are qualified.

8.09 The Local shall have access to the Board's courier system and e-mail system for appropriate and regular formal communication. Inasmuch as this paragraph recognizes the Local as an internal user for the purposes of e-mail and courier, the Local, for its part, agrees to abide by any policies or procedures which are established by the Employer regarding the use of these. Procedures for the appropriate use of technology services are posted on the Board's intranet.

8.10 The Local shall, upon reasonable notice and subject to availability, be permitted to carry out Union/Local business on Board premises, at reasonable times and in reasonable locations. It is agreed that the Local will reimburse the Employer for any additional direct costs incurred in relation to general meetings of the Local membership held on Board premises.

8.11 Data for Negotiations/Maintenance of Collective Agreement

Within fifteen (15) school days of the request, the Employer agrees to provide the authorized representatives of the Local such statistical data as is necessary for the purpose of collective bargaining and the maintenance and administration of this Agreement. Timelines may be adjusted by mutual consent.

8.12 Occupational Health & Safety Act

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

8.13 Employee Wellness Program

Occasional Teachers will have access to the Employee Family Assistance Program (EFAP). The full premiums for this benefit will be invoiced monthly and paid by the Local on behalf of their members.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 Definitions

(a) A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.

(b) The "Parties" shall be defined as the Local and the Board.

(c) For the purpose of this grievance procedure, "days" shall mean a scheduled school instructional day unless otherwise indicated.

9.02 A member shall have the right to have present a representative from ETFO to assist the member at any stage in this grievance and arbitration procedure.

9.03 Informal Complaint Stage

If a Member and/or the Local designate is/are unable to resolve by informal discussion with the Principal (supervisor) and/or appropriate Superintendent any question as to the interpretation, application, administration, or alleged violation of the terms of this Agreement, including any question as to whether a matter is arbitrable, a grievance may be filed as hereinafter provided.

9.04 Grievance Procedure - Individual and Group Grievance

In the case of a grievance by the Local on behalf of one of its members or a group of members, the following steps may be taken in sequence.

Step 1

The Local may initiate a written grievance which is to be submitted by email within thirty (30) days of the date the cause for the grievance became known, or ought reasonably to have been known, with the Director of Education or designate, who shall answer the grievance in writing by email within ten (10) days after receipt of the grievance.

The grievance shall specify the essential nature of the matter at issue, the provision(s) of the Collective Agreement which is (are) alleged to have been violated and the remedy requested, and the grievance shall be signed by the duly authorized representative of the Local.

Step 2

If the reply of the Director of Education or designate is not acceptable to the Local, the Local may make a written request by email within ten (10) days to the Director of Education or designate, who shall answer the grievance in writing by email within ten (10) days after receipt of the grievance.

At the request of either party, the Director or designate shall convene a meeting of up to three (3) members of the Employer's Executive Council and/or Human Resources Services department and up to three (3) members appointed by the Local to discuss the grievance within ten (10) days of receipt of the Step 2 referral. The Director or designate shall answer the grievance in writing by email within ten (10) days of the meeting.

Step 3

If the reply of the Director of Education or designate is unacceptable to the Local, the Local may then apply for arbitration within twenty (20) days of the receipt of the reply.

#### 9.05 Grievance Procedure - Party

In the case of all other grievances by a Party, including a policy grievance or a grievance on behalf of an individual member who is unable to initiate a complaint, the Party making the grievance may take the following steps in sequence to resolve the matter.

The Party making the grievance may make a written grievance at Step 2 within sixty (60) days of the date the cause for the grievance became known, or ought reasonably to have been known, to the Director of Education or designate or President of the Local, as the case may be, who shall answer the grievance in writing by email within ten (10) days.

At the request of either Party, the Director or designate shall convene a meeting of up to three (3) members of the Employer's Executive Council and/or Human Resources Services department and up to three (3) members appointed by the Local to discuss the grievance within ten (10) days of receipt of the grievance. The Director or designate or the President of the Local, as the case may be, shall answer the grievance in writing by email within ten (10) days of the meeting.

The grievance shall specify the essential nature of the matter at issue, the provision(s) of the Collective Agreement which is (are) alleged to have been violated and the remedy requested, and the grievance shall be signed by the duly authorized representative of the Local or the Director or designate, as the case may be.

##### Step 3

If the reply of the President of the Local or the Director of Education or designate, as the case may be, is not acceptable to the Party filing the grievance, that Party may then apply for arbitration within twenty (20) days of the receipt of the reply.

#### 9.06 Grievance Mediation

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

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

The fees for the mediator shall be shared equally by the Parties.

#### 9.07 Arbitration

The Party seeking to proceed to arbitration shall notify the other Party of such intent, in writing by email, no later than ten (10) days following receipt of the response at Step Two, or from the expiry of the time for giving such response.

- (a) Where a grievance is referred to arbitration, it shall be heard by a single arbitrator (except as provided in (b), below), and the referring Party shall indicate, in writing, through its legal counsel, its suggested arbitrator(s). The response to the referral to arbitration shall indicate agreement to (one of) the proposed arbitrator(s), or indicate alternative suggested arbitrator(s). If the Parties are unable to agree upon an arbitrator within twenty (20) days, the Parties shall ask the Ontario Ministry of Labour, Office of Arbitration, to appoint a single arbitrator.
  - (b) In any particular grievance, either Party may request a Board of Arbitration, rather than a single arbitrator. In that event, either the referral to arbitration or the response to the referral to arbitration, as the case may be, shall specify the request for a Board of Arbitration, and shall contain the name of the Party's appointee to the Board. The other Party shall, within five (5) days, inform the first Party of the name of its appointee to the Board of Arbitration. The two (2) appointees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the two (2) appointees fail to agree upon a chairperson within the time specified, the appointment shall be made by the Ontario Ministry of Labour, Office of Arbitration, at the request of either Party.
- 9.08 The single Arbitrator or Board of Arbitration may substitute such other penalty in a discipline or discharge case as to the single Arbitrator or Board of Arbitration seems just and reasonable in all the circumstances.
- 9.09 The single Arbitrator or Board of Arbitration shall not be authorized to alter, modify, amend or add to this Collective Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- 9.10 The decision of the Arbitrator or Board of Arbitration shall be binding upon the Parties. In the case of an Arbitration Board, should there not be a unanimous decision, the decision of the majority shall govern; and if there is no majority, the Chairperson's decision shall govern.
- 9.11 No person may act as a member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.
- 9.12 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the Parties.
- 9.13 Time restrictions may be extended if mutually agreed in writing.
- 9.14 In dealing with any particular grievance, one or more steps in this grievance procedure may be omitted with the written consent of the Parties.
- 9.15 The terms of settlement of any grievance at any step shall be set out in writing and signed by the authorized representatives of the Parties.

9.16 The time limits fixed for the grievance procedure under this Collective Agreement are mandatory, and may be extended or abridged only upon the written consent of the Parties. This paragraph does not preclude the application of Section 48, Sub-section 16 of the *Labour Relations Act*.

9.17 Discipline, Termination Grievances

Any grievance involving discipline, the termination of an Occasional Teacher, or removal of an Occasional Teacher from the Occasional Teachers' List, may be filed at Step 2 within ten (10) days of receipt of written notice.

9.18 Attendance at Grievance Meetings

Excluding arbitration, attendance at grievance meetings is at the discretion of the Occasional Teacher, provided:

- (a) if the attendance is required by the Employer, coverage for the Occasional Teacher absence is the responsibility of the Employer.
- (b) if the attendance is required by the Union/Local, or is at the request of the Occasional Teacher, responsibility for coverage of the Occasional Teacher absence is the responsibility of the Union/Local. Reimbursement for costs shall be at the daily occasional rate.

As far as is practicable, such meetings shall be held outside of instructional hours.

Coverage for any Occasional Teacher's attendance at an arbitration hearing shall be the responsibility of the Party requiring the teacher's attendance. Reimbursement for costs shall be at the daily occasional rate.

## **ARTICLE 10 - OCCASIONAL TEACHER LISTS**

10.01 Two (2) Occasional Teacher Lists are maintained by the Board, one for the North, and one for the South. The List for the North is a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the Elementary Panel and have indicated a preference to teach in schools in the geographic region of County of Haliburton and District of Muskoka. The List for the South is a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the Elementary Panel and have indicated a preference to teach in schools in the geographic region of the City of Kawartha Lakes.

10.02 The combined total of both lists shall not exceed three hundred (300), without mutual agreement of the parties or as otherwise specified in this Agreement. The following Occasional Teachers will not be counted toward the cap of three hundred (300) specified above:

- Occasional Teachers who are part time permanent teachers;
- Occasional Teachers who are in an LTO assignment of 0.4 or greater;
- retired teachers on the Occasional Teacher roster;

- Occasional Teachers who are on leave as determined by Article 13.05, 13.08 or 13.09;
- Occasional Teachers who wish to be employed only in the Home Instruction program.

If there is a shortage on the list in relation to a specialized subject area or division/subject area, or a geographic area, the cap may be exceeded, provided there has been consultation with the President of the Local prior to the names being added to the list. When the total on the list exceeds the three hundred (300) cap, there shall be a hiring freeze and no additional names may be added to the list (except as otherwise specified in this Agreement and/or Article).

- 10.03 To be eligible for inclusion on either Occasional Teacher List, an applicant must be a member in good standing with the Ontario College of Teachers, have two of the following three qualifications (Primary, Junior or Intermediate) to teach at the Elementary Level, and have successfully completed the interview and selection process. Interviews will be conducted annually or bi-annually, and from time-to-time as needed.
- 10.04 Before being placed on either Occasional Teacher List, an applicant shall submit proof of current membership/Certificate of Qualifications from the Ontario College of Teachers, and other required documentation.
- 10.05 The List for each region shall contain the names of all eligible Short-Term Occasional Teachers (see paragraph 10.03), as well as all Long-Term Occasional Teachers in the region.
- 10.06 Occasional Teachers on the List for each region must have declared eligibility to teach a minimum of thirty (30) full-time equivalent days in each school year, in a minimum of five (5) of the Board's Elementary schools. Occasional Teachers are not precluded from declaring availability for more than one region, in which case they may be included on more than one list.
- 10.07 Updated Occasional Teacher lists shall be sent to the President of the Local at the end of each month of the school year. The President of the Local shall be informed of any additions or deletions to the list. The lists shall provide the following information for each Occasional Teacher: name, address, telephone number, and date of hire.
- 10.08 At the end of each month of the school year, the President of the Local will be provided a list with all Occasional Teachers currently in an LTO assignment.
- 10.09 Notwithstanding paragraph 10.02, Long-Term Occasional Teachers may be added to the Occasional Teacher List(s), if they wish.
- 10.10 An Occasional Teacher on either or both of the Occasional Teacher Lists may be granted a leave of absence up to one (1) school year in length to accept a Long-Term Occasional assignment with another Board/Panel.
- 10.11 An Occasional Teacher shall be considered available for employment from the date on which the Occasional Teacher's name was accepted for inclusion on the List(s).



- 10.12 An Occasional Teacher shall notify the appropriate Human Resources Services Department member and the President of the Local, in writing by email, of any changes of address and/or telephone number required by the Employer to contact the Occasional Teacher regarding teaching assignments. The Occasional Teacher must ensure that they make any changes of address and/or telephone number electronically in all Board systems to which they have access.
- 10.13 Occasional Teachers who wish to have their names maintained on the List(s) for the following school year shall so confirm by completing the Agreement to Teach form, not later than July 31st. Occasional Teachers who have not taught a minimum of thirty (30) days in the previous school year, or who cannot be contacted for assignment during any period of twenty (20) consecutive school days without notifying the Employer of the impending absence in writing, shall be removed from the list. The list shall be culled on an annual basis by the Board, and in consultation with the President of the Local prior to the start of the next school year. Occasional Teachers who are removed from the list for the next school year as a result of said culling shall be notified in writing. The President of the Local shall be informed of those members that are being removed prior to the member(s) being informed in writing.

Occasional Teachers who have been generally unavailable without valid reason will be given written notice by the Employer that they may be removed from the list. At the request of the Occasional Teacher, the Occasional Teacher may meet with the Superintendent of Human Resources Services or designate and the Occasional Teacher Local President to discuss the individual's removal from the list.

An Occasional Teacher who is removed from the Occasional Teacher List for failure to meet the minimum work requirement may be reinstated to the list if the Occasional Teacher can establish that they did not receive offers for at least thirty (30) days during the school year.

- 10.14 No Occasional Teacher's name shall be removed from the List(s) because of unavailability due to pregnancy and/or parental leaves, leaves of absence granted in accordance with clause 10.10, study or long-term illness, or other mutually agreed leaves as per 13.07.
- 10.15 An Occasional Teacher who accepts a 1.0 permanent teaching position or any non-teaching permanent position with the Board shall be placed on leave from the Occasional Teacher Local. It is understood that the leave shall be for a maximum of one (1) year and is non-renewable. Failure to return to the Bargaining Unit shall result in the Occasional Teacher being removed from the Roster (and LTO List if applicable). Occasional Teachers shall not be removed from the Roster (and LTO List if applicable) for accepting temporary positions in any bargaining unit.

## **ARTICLE 11 - CALL-IN PROCEDURES**

- 11.01 Short-Term Occasional assignments shall be filled in accordance with the following steps:
- (a) Calling Occasional Teachers on the list, taking into account up to three (3) School preferences per assignment of which only one (1) shall be called, Short-Term Occasional Teacher preferences (as specified by means of the Agreement to Teach letter and any

subsequent verbal instructions), qualifications, preferred divisions and subjects to be taught;

- (b) Calling other Occasional Teachers on the regional list, taking into account the various factors which are identified above and which are otherwise relevant, efforts shall be made to ensure a fair and equitable distribution of short-term supply work for teachers on lists;
- (c) Once the Occasional Teacher list for the region has been exhausted, taking into account all of the qualifiers in (a) and (b) above, another qualified teacher shall be called.

Questions and/or concerns about the distribution of available short-term supply work may be referred to the Joint Labour Management Committee for investigation and discussion.

- 11.02 The Union President shall be provided with a printout of the Elementary Occasional Teacher supply assignments for the periods ending November 30th, January 31<sup>st</sup>, April 30<sup>th</sup> and June 30<sup>th</sup> of each school year. Each report shall be provided by the end of the month following each reporting period.

## **ARTICLE 12 - SALARY & METHOD OF PAY**

### 12.01 Salary Grid

It is understood that the payment of salary under this Article includes payment for vacation pay and any paid statutory holidays, if applicable.

- (a) Effective September 1, 2022, the Short-Term Occasional Teacher daily rate shall be \$ 257.46 for qualified, and \$144.77 for unqualified teachers.
- (b) Effective September 1, 2023, the Short-Term Occasional Teacher daily rate shall be \$265.18 for qualified, and \$149.11 for unqualified teachers.
- (c) Effective September 1, 2024, the Short-Term Occasional Teacher daily rate shall be \$282.46 for qualified, and \$153.21 for unqualified teachers.
- (d) Effective September 1, 2025, the Short-Term Occasional Teacher daily rate shall be \$289.52 for qualified, and \$157.04 for unqualified teachers.

Note (i): Qualified Short-Term Occasional Teacher daily rate is 96.10% of the A1, 0 TLETL grid rate divided by 194.

Unqualified Short-Term Occasional Teacher daily rate is 54.04% of the A1, 0 TLETL grid rate divided by 194.

Note (ii): Effective September 1, 2024, the Qualified Short-Term Occasional Teacher daily rate is based on the calculated provincial average of ETFO daily Occasional Teacher rates across the province at the end of the 2023-2024 school year in accordance with Arbitrator William Kaplan's award dated May 29, 2024 between the Crown and ETFO. There are no changes to the calculation formula for unqualified short-term occasional teachers.

Effective September 1, 2023, each Occasional Teacher who attains Long-Term Occasional Teacher status based on the completion of ten (10) consecutive instructional days worked in one (1) position and retroactive to the first (1st) day of the assignment, shall be placed on the salary grid as set out in the Collective Agreement between the Trillium Lakelands District School Board and the Elementary Teachers' Federation of Ontario/Trillium Lakelands Elementary Teachers' Local which is in effect at the time the Long-Term Occasional status is attained.

Placement on the above-noted grid shall reflect recognized teaching experience and category placement as per the Collective Agreement between the Trillium Lakelands District School Board and the Elementary Teachers' Federation of Ontario/Trillium Lakelands Elementary Teachers' Local which is in effect at the time the Long-Term Occasional status is attained. (Note: The Trillium Lakelands Elementary Teachers' Local agreement provides for a 0.1 year experience credit for each twenty (20) working days of Long-Term Occasional teaching.)

Annually on September 1st, experience credit for long-term assignments shall include LTO and daily occasional teaching (acquired after September 1, 2023) with the Employer and shall be calculated such that 20 days will equate to 0.1 of a year of credit. For clarity, a member who works a full-year LTO assignment shall be granted 1.0 year of credit.

#### 12.02 Method of Pay

Pay dates shall be every second Friday, commencing the second Friday of the school year. Where a payday falls on a statutory holiday, the last regular banking day prior to the holiday will become the payday. The pay will reflect all occasional hours worked up to and including the two weeks prior to the payday.

Note: Where a Bargaining Unit member is simultaneously employed in a Bargaining Unit of permanent teachers, it is understood that the payroll arrangements for such Bargaining Unit member shall be the same as for the permanent teachers.

12.03 For the period covered by this Agreement, the Board will deposit each employee's net pay into an account in a financial institution with capabilities for electronic funds transfer. It is understood that the direct deposit system applies to all members of the Local.

#### 12.04 Work Year

The work year for Occasional Teachers shall be the same as the work year specified in the Collective Agreement for permanent Elementary Teachers.

#### 12.05 E.I. Insurable Hours

For E.I. reporting purposes, the daily hours of work for a full day assignment is eight (8) hours, subject to Service Canada rules.

## ARTICLE 13 - LEAVES

Note: Paragraphs 13.01 to 13.07 (inclusive) shall apply only to Long-Term Occasional Teachers, unless otherwise expressly noted.

### 13.01 Sick Leave

- (a) A Short-Term Occasional Teacher who is ill for one (1) day shall be eligible to return to work on the next scheduled work day with no break in continuity of the assignment.
- (b) If an absence due to illness/injury extends beyond five (5) consecutive work days, an Occasional Teacher shall provide a medical certificate from the teacher's physician or dentist, if requested by the Director or designate. For other absences, in extenuating circumstances, and/or as part of the Employer's attendance management program, the Director (or designate) may require a medical certificate from the Occasional Teacher's physician or dentist. The Employer shall reimburse the teacher for the cost of any medical certificate that is requested.

### 13.02 Bereavement Leave

- (a) A Long-Term Occasional Teacher shall be granted up to five (5) days leave of absence with pay and without deduction from sick leave in the case of the death of a parent, spouse and/or child, and up to three (3) days for a sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and/or fiancé(e). One (1) day with pay and without deduction from sick leave shall be granted in the case of the death of an aunt, uncle, and/or grandparent-in-law and, in the case of a close personal friend, one (1) day shall be granted to attend the funeral.

It is understood that "spouse" includes legally recognized spousal equivalents.

- (b) At the discretion of the Director or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement. In exceptional cases, at the sole discretion of the Director or designate, additional days may be granted, on a paid or unpaid basis, in relation to a bereavement.

### 13.03 Court Appearances

Teachers shall be granted leave, without loss of pay, benefits or deduction from sick leave, to serve as a juror or when subpoenaed as a witness in any proceeding to which the Teacher is not a Party, provided the Teacher pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and living expenses.

### 13.04 Pregnancy/Parental Leave

An eligible Teacher shall be granted Pregnancy and/or Parental Leave in accordance with the *Employment Standards Act*, as amended from time-to-time.

### 13.05 Quarantine

Leave, without loss of pay, benefits or deduction from sick leave, shall be granted to a member for a period of quarantine when declared or recommended by the Medical Officer of Health or designate.

### 13.06 Compassionate/Personal Leave

Leaves of absence for other than personal illness may be granted without reduction of salary up to a total of two (2) days per school year, subject to approval of the Principal. It is understood that the total number of days for paid Compassionate/Personal Leave shall not exceed two (2) days per school year. If the Member is refused leave by the Principal, the Member has the right to appeal to the Superintendent of Human Resources Services, or designate. This leave of absence is not cumulative. The annual Compassionate/Personal Leave entitlement shall be pro-rated for Members with less than full-time entitlement.

(a) The Employer shall grant Compassionate/Personal Leave days for:

1. Attending to the needs of an ill or injured Member of the immediate family.  
(Immediate family refers to child, spouse or any relative, including parent for whom the Member bears special responsibilities.)
2. Accompanying an immediate family Member to a doctor's office or hospital.
3. Needs directly related to the birth or adoption of a child.
4. Attending a wedding, either: (a) the Member's, or (b) the wedding of an immediate family Member, as defined in 1. above, or (c) where the Member is part of the wedding Party.
5. Attending graduation exercises, either: (a) the Member's, or (b) the graduation of an immediate family Member, as defined in 1. above.
6. Writing an examination from a post-secondary institution, including one-half day before the exam.
7. Moving principal residence of the employee.
8. Legal appointments.
9. Municipal business.
10. For the observance of Holy Days for a religion which is recognized in the Marriage Act as being "permanently established both as to the continuity of its existence and as to its rights and ceremonies".

### 13.07 Leave of Absence

Subject to approval of the Superintendent of Human Resources Services or designate, an Occasional Teacher may have their name removed from the Occasional Teacher List(s) by requesting an unpaid personal leave of absence for a period of up to one (1) calendar year, including leaves granted under L10.10. The Occasional Teacher will not count towards the cap,

as per L10.02. Unless otherwise requested by the Occasional Teacher, the Teacher's name shall be returned to the List(s) at the end of the leave. It is understood and agreed that the Occasional Teacher on leave may be replaced on the Occasional Teacher List(s) and that Teachers returning from leave may result in the List(s) "cap" being exceeded.

13.08 Federation Leave

(a) When a member of the Occasional Teacher Local is elected or appointed to the position of Local President, the Employer shall grant Federation Leave as requested by the Union. Such leave will be granted provided that the Union reimburses the Employer for the full cost of the release, including:

- i) the salary and allowances identified by the Union; and
- ii) the full Board cost for all insured and statutory benefits.

Federation release time for the Local President shall be recognized for experience purposes in accordance with 12.01. The Employer shall pay to the Local President such entitlements as noted above as if the Local President was a Long-Term Occasional Teacher with the Board.

(b) The Employer agrees to release Local members for Occasional Teacher Local business at the request of the Local President, provided that the Local shall reimburse the Employer for any replacement costs incurred. Total release time in this sub-paragraph shall not exceed a total of ten (10) days in any school year. Release days for active Local Bargaining meetings with the Board will not count towards the ten (10) days above. Notwithstanding the foregoing, the Local may apply for additional days, and the days may be approved at the discretion of the Director or designate.

**ARTICLE 14 - WORKING CONDITIONS**

14.01 Call-in Pay

If a Short-Term Occasional Teacher has been either called out in error, or the assignment has been cancelled, without the Teacher having received a minimum of one-and-a-half (1.5) hours' notice prior to the scheduled commencement of the assignment, the Teacher, upon reporting for duties, shall be assigned duties for the day or part of the day as scheduled by Dispatch and shall be paid at the daily rate of pay for the assignment as scheduled by Dispatch. In the case of transportation disruptions/ school closure due to inclement weather, pay is also subject to Board Procedure number HR-4036 Inclement Weather. Inclement weather days will not constitute a break in continuous teaching days for the purpose of qualifying as a Long-Term Occasional Teacher.

14.02 Professional Activity Day(s)

Where a P.A. Day falls within the assignment of a Long-Term Occasional Teacher, the Teacher will be paid for the day based on attendance and participation in the P.A. Day activities. In the case of a

Short-Term Occasional Teacher, the P.A. Day will be considered an unpaid non-teaching day, but will not constitute a break in continuous teaching days for the purpose of qualifying as a Long-Term Occasional Teacher. Short-Term Occasional Teachers may attend Board PA days with the approval of the Board and the Principal, and at their own expense.

14.03 Continuous Employment

Continuous employment for the purposes of Long-Term Occasional Teacher status shall be deemed to be unbroken in relation to emergency school closure, as well as legitimate absence in relation to inclement weather.

14.04 Termination and Change of Long-Term Occasional Assignment

In the event that the assignment of a Long-Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Teacher will be given three (3) instructional days' notice, or three (3) days' pay in lieu of notice. Notice or pay in lieu shall not apply in the case of termination for cause, or termination within the probationary period. Pay-in-lieu shall not apply in the case of termination due to exhaustion of sick leave.

If the FTE changes for an LTO assignment, the member is to be offered the new FTE assignment and can decline that change without reprisal.

If the end date is extended for an LTO assignment, the member may decline the extension without reprisal.

14.05 Lunch Period

Unless other arrangements are mutually agreed to by the member(s) and the Principal, each teacher shall be entitled, during the scheduled work day, to not less than forty (40) consecutive minutes for lunch free from assigned and supervisory duties.

14.06 Mileage

In respect of any travel on Board business which is required and authorized by the Board, members shall be entitled to claim a mileage allowance, in accordance with Board Policy/ Administrative Procedure, and provided that the teacher being replaced would have been eligible for the mileage allowance.

14.07 Medical Procedures

(a) No member shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well being of the pupil or subject the member to risk of injury or liability for negligence. Such procedures include but are not limited to administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of the bladder and toileting assistance.

- (b) It shall not be part of the duties and responsibilities of a member to examine pupils for communicable conditions or diseases, or to diagnose such conditions or diseases.

#### 14.08 Responsibility

- (a) It is understood by the parties that the responsibility of the Occasional Teacher is to fulfill the teaching and supervisory duties of a teacher being replaced. Supervision will not be assigned prior to the commencement of class in any assignment on the first day.
- (b) Notwithstanding 14.08 (a), it is understood that comparable supervisory duties may be assigned by the Principal during the day.
- (c) If an Occasional Teacher is being called in, and the teaching and supervisory duties of a teacher or teachers being replaced include more than one (1) supervision duty in a school, only one supervision duty shall be assigned.
- (d) If an Occasional Teacher is being called in to two (2) different schools for two (2) different assignments, such assignments may include one (1) supervision duty per school.
- (e) Should the Board employ an Occasional Teacher for an assignment that replaces teachers who are not absent but are involved in other professional activities (eg. coverage for IPRC meetings, grade placements, divisional meetings), the Board, through the dispatch system, will inform the Occasional Teacher.
- (f) On a day when a school does not receive a sufficient allotment of Occasional Teachers to cover teacher absences, an Occasional Teacher, along with regular day school teachers, may be required to assist in the coverage of classes.
- (g) Effective September 1, 2020, the minimum teaching assignment for a Short-Term Occasional Teacher shall be one hundred and fifty (150) instructional minutes. For Short-Term Occasional Teaching assignments of one hundred and fifty minutes or more, supervision may be assigned in accordance with 14.08 (a) through (d) above. It is understood that the instructional minutes will be assigned as consecutive instructional minutes meaning that a Short-Term Occasional Teacher would not be assigned a split shift (i.e. one hundred minutes at the beginning of the instructional day and fifty minutes at the end of the instructional day). It is further understood that the instructional minutes will be consecutive but may be on either side of one or more nutrition breaks.
- (h) Supervisory duties assigned at the conclusion of an assignment, as per 14.08 (a) through (d) must run consecutively with the end of the assignment. For clarity, if an assignment ends at a forty (40) minute nutrition break, the twenty (20) minute supervision duty must occur at the beginning of the nutrition break.
- (i) Short-Term Occasional Teaching assignments do not have to be assigned in full blocks or periods.



- (j) Notwithstanding paragraphs 14.08 (g) and (h), Part-Time Permanent teachers and teachers in Long-Term Occasional Teaching assignments may, on the days they are scheduled, do Short-Term Occasional Teaching assignments of any length in the school(s) to which they are assigned. In these Short-Term Occasional Teaching assignments, no supervisory duties shall be assigned to a Short-Term Occasional Teacher with a teaching assignment of less than one hundred (100) minutes. For Short-Term Occasional Teaching assignments of one hundred (100) minutes or more, supervision may be assigned in accordance with 14.08 (a) through (d).
- (k) When an Occasional Teacher accepts a Short-Term Occasional teaching assignment, such assignment will not be cancelled by the Occasional Teacher within seventy-two (72) hours preceding the commencement of the assignment in order to accept a different daily assignment.
- (l) At the conclusion of each assignment the Occasional Teacher will provide feedback to the teacher being replaced.
- (m) Notwithstanding 14.08(k), an occasional teacher with two (2) or more consecutive days in one class shall be permitted to withdraw from a previously arranged assignment provided that the notice of withdrawal is received by 5:30 pm on the preceding day by the Dispatch system.
- (n) Missed preparation time shall only be rescheduled where a long-term occasional teacher is required by the Principal to provide instruction during their scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three (3) months after the loss of the preparation time and, in any event, within the same school year.

#### 14.09 Professional Development

Effective upon ratification, one paid Professional Activity (PA) day will be allocated. Topics will include but are not limited to violence prevention and Health and Safety training. This PA day training will occur prior to December 31st of each year in at least 2 of the 3 geographic regions of the Board, unless mutually agreed by the Board and the Local. All occasional teachers not in an LTO on the day of the training, are expected to attend. LTOs who may have missed in school violence prevention training, may, with mutual consent from their principal, attend the training.

#### 14.10 Report Cards

No Occasional Teacher will be requested to do interviews based on another Teacher's reports.

Long-Term Occasional Teachers who participate in evening parent/teacher interviews shall have one half of a professional activity day following the parent/teacher interview session free from meetings, supervisory or other duties. Such time shall be prorated for part time staff. Should the Occasional Teacher no longer be in a long-term assignment, they will be paid a half day pay per evening interview session worked, for which time described in this paragraph has not been given.

## **ARTICLE 15 - POSTING PROCEDURES FOR LONG-TERM OCCASIONAL POSITIONS**

- 15.01 Long-Term Occasional positions of which the Employer has a minimum of three (3) weeks' prior notice shall be posted on the Board's web site at least five (5) days prior to the closing date for applications. A copy of the posting shall be forwarded by e-mail to the President of the Occasional Teachers' Local.
- 15.02 When hiring for Long-Term Occasional teaching positions, the Employer shall first consider applications received from qualified members of the Local. It is understood that Long-Term Occasional positions may be simultaneously posted, both internally and externally, and that Occasional Teachers who have already accepted Long-Term assignments for some or all of the period covered by the posted assignment are not eligible to be considered for the position.
- 15.03 All qualified Occasional Teacher applicants shall be considered for an interview. When more than five (5) Occasional Teacher applicants apply, the Employer shall short-list a minimum of five (5) qualified candidates for interview purposes. Unsuccessful candidates who were interviewed for long-term positions shall receive an oral debriefing upon request. The teacher requesting the debriefing must submit their request to the appropriate Administrator by Board email.
- 15.04 Should there be no suitable internal candidate interviewed, the Employer will seek an external applicant whose name shall be added to the Occasional Teacher List(s). At the conclusion of the teaching assignment, the external candidate shall determine to stay on the Occasional Teacher List(s) or have their name removed (as specified in paragraph 10.09).

## LETTER OF UNDERSTANDING

### Re: Criminal Reference Checks

WHEREAS Regulation 521/01 of the Education Act requires the Employer to conduct criminal reference checks for existing Employees, as well as to collect annual offence declarations from Employees;

IT IS THEREFORE UNDERSTOOD and agreed that:

1. All reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 shall be stored in a separate and secure location and maintained in a confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Human Resources Services and designated Human Resources Services Department staff, although this does not preclude consultations with appropriate officials under paragraph 2 below.
2. Trillium Lakelands District School Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the Education Act (or any subsequent regulation or law) without the permission of the employee, except for the purpose of considering a recommendation for disciplinary action against the employee or as otherwise required by law. Such consideration may involve only Senior Administration, the Board, and/or legal counsel as appropriate.
3. The Local may grieve any disciplinary action taken against an Employee based on or related to the information that the Employee is required to provide to the Trillium Lakelands District School Board pursuant to the requirements of Regulation 521/01 of the Education Act, or any subsequent regulation or law.
4. The Board shall consult with the Local regarding any changes to the Board's policy or operating procedure with respect to criminal record checks, as well as any changes the Board makes to the electronic offence declaration form.
5. This Memorandum of Understanding attached to this Collective Agreement, is part of the Collective Agreement and is subject to the Grievance Procedure in Article 9.

Dated at the City of Kawartha Lakes, Ontario this 5<sup>th</sup> day of November, 2024.



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For the Employer



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For the Local

**LETTER OF UNDERSTANDING**

**Re: In-school Information**

This is to confirm that the Employer and the Occasional Teachers' Local have discussed and share the view that an Occasional Teacher arriving at a school requires certain basic information in order to be effective in their role. The parties will establish a committee with two representatives of the Board and two from the Local to develop, review and revise, as required, a template for the Occasional Teacher Procedures Handbook. The committee shall meet within ninety (90) instructional days of local ratification. The committee will develop a common format and storage system for the Handbook. It is understood that each Principal shall ensure the Handbook is accurately prepared and updated before October 31<sup>st</sup> of each school year.

Dated at the City of Kawartha Lakes, Ontario this 5<sup>th</sup> day of November, 2024.



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For the Employer



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For the Local

**LETTER OF UNDERSTANDING**

between

Elementary Teachers’ Federation of Ontario

Trillium Lakelands Elementary Occasional Teachers’ Local

(hereinafter called the “Local”)

and

Trillium Lakelands District School Board

(hereinafter called the “Employer”)

**Re: Integrity of a Short-Term Occasional Teaching Assignment**

The Principal shall not change the Short-Term Occasional Teaching assignment or assignments that the Short-Term Occasional Teacher accepted through the dispatch system. It is understood that Short-Term Occasional Teachers may need to be reassigned when a school does not receive a sufficient allocation of Short-Term Occasional Teachers to cover teacher absences or in the event of other extenuating circumstances.

Dated at the City of Kawartha Lakes, Ontario this 5<sup>th</sup> day of November, 2024.



\_\_\_\_\_  
For the Employer



\_\_\_\_\_  
For the Local

Dated at the City of Kawartha Lakes, Ontario this 5th day of November, 2024.

on behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:



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Colleen Wilcox, Chairperson



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Wes Hahn, Director of Education

on behalf of OCCASIONAL TEACHERS EMPLOYED IN THE ELEMENTARY PANEL BY THE TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:



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Lara Waterhouse, President  
Trillium Lakelands Occasional Teachers' Local



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Allison Ryan, Executive Staff Member  
Elementary Teachers' Federation of Ontario



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Sabrina Sawyer – Deputy General Secretary  
Elementary Teachers' Federation of Ontario

## GENERAL INFORMATION

### ETFO-Trillium Lakelands Occasional Teachers' Local

**President:** Lara Waterhouse  
705-934-3836  
[etfo.tlotl@gmail.com](mailto:etfo.tlotl@gmail.com)

### Trillium Lakelands District School Board

**Dispatch** (705) 324-6776 ext. 22167  
Toll free: 1-888-526-5552 ext. 22167

#### ***Lindsay Education Centre***

300 County Rd. #36  
Lindsay, Ontario K9V 4R4

Main Switchboard: (705) 324-6776 Toll Free: 1-888-526-5552  
Voice Mail or Direct Dial: (705) 324-5300  
Fax (Main): (705) 324-2036  
Fax (H.R. Dept.): (705) 324-0259

#### **Frequently called numbers:**

Superintendent of Human Resources Services, ext. 21230  
Human Resources Services Executive Assistant, ext. 22118  
Senior Manager of Labour Relations, ext. 22121  
H.R. Data Systems & Benefits Officer, ext. 22174  
Attendance & Disability Management Officer, ext. 22143 or 22194  
Payroll Officer, ext. 22175

#### ***Muskoka Education Centre***

1271 Cedar Lane  
Bracebridge, ON P1L 1W9  
Telephone: 1-888-526-5552  
Fax: (705) 645-5973 or 705 324-8913 (H.R. Dept.)

#### ***Haliburton Education Centre***

➤ Located at Archie Stouffer Elementary School in Minden, formerly known as the Archie Stouffer Conference Centre – 12 Vintage Crescent, Minden, ON K0M 2K0