

COLLECTIVE AGREEMENT

between

RAINBOW DISTRICT SCHOOL BOARD

and

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

Rainbow Occasional Teachers' Local

September 1, 2022 to August 31, 2026

PART A
CENTRAL TERMS

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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 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO 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 31st and March 31st 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 STLDP.
- 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

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ARTICLE 1 - PURPOSE

1.01 This collective agreement shall set forth the terms and conditions of employment including all matters of compensation and shall provide a means of resolving all matters in dispute arising from interpretation, application or administration of this collective agreement.

ARTICLE 2 - RECOGNITION

2.01 The employer being the Rainbow District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all occasional teachers employed by the Board in its elementary panel.

2.02 The Board recognizes the right of the Union to be represented by any duly authorized adviser, agent, counsel, solicitor or representative, to assist, advise or represent the Union in all matters pertaining to the negotiations and administration of the collective agreement.

2.03 The Union recognizes the right of the Board to be represented by an affiliated association, or any other duly authorized adviser, agent, counsel, solicitor or representative to assist, advise, or represent the Board in all matters pertaining to the negotiation and administration of this collective agreement.

2.04 The Board recognizes the right of the Union to authorize the Rainbow Occasional Teacher Local to act as an agent of the Union in all matters relating to the negotiation, interpretation, administration, and application of this agreement on behalf of all persons covered by this agreement.

2.05 No person covered by any subsisting collective agreement with Rainbow District School Board shall be covered by this agreement. However, a person who is covered by another collective agreement as a teacher shall, in respect of part-time employment as an occasional teacher, be covered by this agreement in respect to such occasional teaching employment.

2.06 There will be a Labour/Management Committee comprised of no more than four (4) representatives from each party. The committee will meet at the request of either party at a time mutually agreed upon to discuss non-grievable matters of concern including but not limited to new provincial government initiatives or legislation that impacts on this agreement.

ARTICLE 3 – DEFINITIONS

- 3.01 “Occasional teacher” shall bear the meaning given in the *Education Act* as amended from time to time and for purpose of this agreement shall be referred to as long term occasional teacher and short term occasional teacher.
- 3.02 “Short term” shall mean an occasional teacher who is required to teach for a period of ten (10) days or less.
- 3.03 “Long term occasional teacher” shall mean a teacher who is required to teach for a period of more than ten (10) consecutive teaching days in the same assignment as a replacement. It is understood that any Professional Activity days, statutory holidays, days disrupted by inclement weather, jury duty, subpoena or bereavement leave falling in the ten (10) consecutive day period will not be considered as a break in consecutive service.
- 3.04 “Occasional Teacher Roster” shall mean a list of occasional teachers who have been accepted by the Board as occasional teachers in the elementary panel.
- 3.05 “Union” means the Elementary Teachers Federation of Ontario.
- 3.06 “Local” shall mean the ETFO Rainbow Occasional Teachers’ Local.
- 3.07 “Day” shall mean an instructional day unless otherwise specified. A workday shall be considered eight (8) hours for the sole and exclusive purpose of reporting hours of insurable earnings for Employment Insurance (EI) purposes.
- 3.08 “Elementary teachers” shall mean the elementary teachers, other than occasional teachers, employed by the Board in its elementary panel.
- 3.09 “Board” shall mean the Rainbow District School Board and its predecessors.
- 3.10 When the context so requires, the singular shall include the plural and masculine shall include the feminine.

ARTICLE 4 – AGREEMENT AMENDMENTS

- 4.01 During the term of this agreement, amendments to any of the articles herein, together with the date of implementation, shall be made in writing and only by mutual consent of the parties.
- 4.02 Except for errors, inadvertence or omission, this agreement shall form the basis for computing all salaries and other conditions defined herein. Amendments or deletions to the terms contained herein shall be made by mutual consent of both parties.

ARTICLE 5 – STRIKES AND LOCKOUTS

- 5.01 The Board agrees that there shall be no lockout of occasional teachers and the Union agrees that there shall be no strike during the life of this agreement. Lockout and strike shall be as defined in the *Labour Relations Act*.
- 5.02 No occasional teacher shall be required to perform the duties of any other occasional teacher or Board employee who is engaged in a strike unless that occasional teacher had already commenced the assignment prior to the strike.

ARTICLE 6 – NO DISCRIMINATION

- 6.01 The Board and the occasional teachers agree that there shall be equal treatment with respect to employment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability or by reason of membership or activity in the Union.

ARTICLE 7 – UNION DUES AND ASSESSMENTS

- 7.01 The Board shall deduct for every pay period for which an occasional teacher receives a pay, Union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary of the Union within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.
- 7.02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, Board e-mail, OCT number, dues and assessments deducted, and the number of days worked for each occasional teacher from whose wages the deductions have been made. A electronic copy of the list will be sent to the Local President.
- 7.03 All occasional teachers shall, as a condition of employment, maintain membership in the Local and remain members in good standing.
- 7.04 The Union shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deductions authorized by the Union.
- 7.05 At the request of the Union the Board shall make the appropriate payroll deductions from the teachers' pay for a "Local Union Levy". The Board shall provide this information, in electronic form, to the Local President monthly.

ARTICLE 8 – GRIEVANCE – ARBITRATION PROCEDURE

8.01 Informal Step

Where a difference arises between the Board and any teacher(s) relating to the interpretation, application, administration of alleged violation of this agreement, the teacher(s) may discuss the matter verbally with their principal/supervisor within fifteen (15) school days of the occurrence, or in the case of a monetary dispute, within fifteen (15) days of receipt of the official notification of salary. The principal/supervisor will answer the complaint within five (5) school days of the discussion.

8.02 Grievance Filed by the Union

If a teacher(s) is unable to resolve by informal discussion with a principal/supervisor, any complaint or question as to the interpretation, application, administration or alleged violation of this agreement including any question as to whether a matter is arbitrable, the union may lodge a grievance at Step 1 as provided herein.

Step 1

The union shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the agreement alleged to have been violated, and shall submit such written grievance to the Director or designate with a copy to the Manager of Human Resources within with ten (10) school days of the principal/supervisor's response in 8.01. The Director or designate, together with other representatives of the Board he/she may wish to have present, shall meet with the union within ten (10) school days following the date on which the grievance was submitted. Every effort shall be made by the parties to settle the dispute. Within ten (10) school days of the meeting, the Director or designate shall forward his/her written decision together with the reasons therefore, to the union.

Step 2

Failing settlement at Step 1, the union shall submit the grievance to the Board, within five (5) school days of receiving the answer at Step 1. The Board or a representative committee of the Board shall meet with the union within ten (10) school days following the submission of the grievance to the Board for the purpose of investigating, hearing and discussing the grievance and the representations made thereto. Within ten (10) school days of the meeting, the Board shall forward its written decision, together with the reasons therefore, to the union.

8.03 Grievance Filed by the Union or by the Board

The Union or the Board may lodge a grievance in writing within ten (10) school days after the Party became aware of the facts or circumstances giving rise to the grievance. The grievance of the Union shall be submitted to the Director and the grievance of the Board shall be submitted to the President of the Union. The Chair of the Board or his/her designate shall meet with the executive of the Union within ten (10) school days from the date the grievance was submitted and the parties to the meeting shall investigate and discuss the grievance and shall make every effort to

settle the matter. The decision of the Board or of the Union shall be forwarded in writing, together with the reasons therefore, within ten (10) school days of the meeting to the party lodging the grievance.

8.04 Arbitration

Failing settlement at Step 2, or in 8.03, the grievor(s) may within ten (10) school days of the receipt of the written decision provided therein give the other party written notice of its desire to submit the grievance to final, binding arbitration. The notice shall contain the name of the first party's appointee to the arbitration board. The recipient of the notice shall within ten (10) school days inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within 30 days of their appointment, either party may request the Minister of Labour to make the required appointment. The arbitration board shall hear and determine the grievance and shall issue a decision and the decision of the arbitration board shall be final and binding upon the parties. The decision of the majority shall be the decision of the arbitration board, but if there is no decision of the majority, the decision of the Chair shall be the decision of the arbitration board. Notwithstanding the provisions of 8.04 the parties may agree, by mutual consent, to refer the grievance to a single arbitrator.

The arbitrator or the arbitration board, as the case may be, shall not by his/her or its decision add to, delete from, modify or otherwise amend the provisions of this agreement.

8.05 Each of the parties shall bear the expense of its own appointee to the arbitration board and one-half of the expense of the Chair of the arbitration board. Each of the parties shall bear its own expense respecting appearances at the hearings of the arbitration board.

8.06 The grievor(s) shall be granted a leave of absence with pay and without loss of credit for teaching experience for the required attendance at any stage of the grievance procedure prior to arbitration if such leave is required during school hours. If the grievance should go to arbitration, any expenses for the grievor's attendance at such a hearing and for any other teachers called as witnesses will be borne by the Union. None of these teachers will suffer a loss of credit for teaching experience for such attendance.

8.07 All time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the parties.

One or more of the steps in the grievance procedure may be omitted by the written mutual consent of the parties, in respect of the processing of a particular grievance.

If at any stage of the grievance-arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned. If the respondent fails to comply with the time limits, the grievor may enter the grievance in the next succeeding stage.

8.08 Termination Grievance

Where a teacher has received a notice of termination, the teacher may file a grievance at Step 1 within ten (10) school days of written notice of termination.

ARTICLE 9 – UNION REPRESENTATION

- 9.01 The Union shall notify the Board in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent occasional teachers.
- 9.02 The Board shall provide the Union with access to the Board's internal mail services including delivery to a Rainbow school designated by the Rainbow Occasional Teachers' Local President.
- 9.03 The Board shall provide to the Union bulletin board space in each elementary school for the posting of notices which may be of interest to occasional teachers. The Director of Education reserves the right to restrict the posting of notices which are deemed inappropriate.
- 9.04 Where the Board requires the attendance of an occasional teacher at a meeting convened during school hours and such occasional teacher has been scheduled for a teaching assignment, the Board shall compensate the teacher at the appropriate daily rate.
- 9.05 Communication between the parties pertaining to this agreement shall pass to and from the Director or designate and the President of the ETFO Rainbow Occasional Teachers' Local.

ARTICLE 10 – SALARY

- 10.01 a) The daily rate for an uncertified short term occasional teacher will be 80% of Level A1 Year 0, divided by 194 - September 1, 2022 - \$203.52, September 1, 2023 - \$209.62, September 1, 2024 - \$215.39, September 1, 2025 - \$220.78.

Effective September 1, 2022 to August 31, 2024, the daily rate for a certified short term occasional teacher will be 100% of Level A1 Year 0 divided by 194 plus an allowance in lieu of benefits.

September 1, 2022 - $\$254.40 + \$8.29 = \$262.69$
September 1, 2023 - $\$262.03 + \$8.54 = \$270.57$

Due to the Kaplan Award, the new certified daily rate will be as follows:

September 1, 2024 - $\$282.46 + \$9.21 = \$291.67$
September 1, 2025 - $\$289.52 + \$9.44 = \$298.96$

It is understood that this daily rate includes vacation pay and statutory holiday pay where applicable.

- b) In the event a new collective agreement for elementary teachers provides for retroactive pay increases, such retroactivity shall also be applied to the pay for

occasional teachers. Occasional teachers who were on the roster and who received salary during the period for which any such retroactivity applies shall receive retroactive pay.

- c) Should the school year commence before September 1st in any given year, the increase in salary will be effective as of September 1st and shall be applied to payments made to members of the bargaining unit in respect of days worked in that school year prior to September 1st.

10.02 A teacher employed as a long term occasional teacher shall be paid according to his/her placement on the salary schedule in effect in the collective agreement between Rainbow District School Board and Elementary Teachers Federation of Ontario and in accordance with his/her years of experience on file with the Board at the time of assignment to the long-term position. Payment on the salary schedule will be retroactive to the first day of the long-term assignment. It is understood that payment on the salary schedule includes vacation pay and statutory holiday pay if applicable.

10.03 Category Classification

- a) Long term occasional teachers shall be paid according to QECO Statement of Evaluation Program 3, 4 or 5 (with amendments as approved by QECO and the Board).
- b) It shall be the responsibility of the long term occasional teacher to obtain a QECO Evaluation Statement and present same to Human Resources on or before December 15th for a long term assignment which commences on or after September 1st. Evidence of change in level received up to December 15 will entitle the teacher to the revised salary retroactive to the beginning of the long-term assignment (but in no case prior to the start of the school year) provided the qualifications for the changes in level were obtained prior to September 1st. When it appears that a teacher will be unable, through no fault of his/her own, to obtain an Evaluation Statement prior to December 15th, the teacher shall inform the Board in writing by December 1st and submit proof of application for an Evaluation Statement. If, in the opinion of the Board, the teacher was unable to obtain an Evaluation Statement, through no fault of his/her own, the adjustment will be made on receipt of the Evaluation Statement retroactive to the beginning of the school year. If a teacher submits evidence of level change after December 15th, but prior to June 1st, the salary adjustments will be made effective as of the first of the month immediately following receipt of such evidence by Human Resources.

10.04 Recognized Teaching Experience

The calculation of years of teaching experience to be credited for salary calculation for long term occasionals will be determined by:

- a) Calculating the total years of teaching experience to the end of June in the day school program in elementary and secondary schools in Ontario. Experience as a probationary/permanent teacher and experience as a long term occasional for periods of twenty (20) or more consecutive days of teaching shall be credited. The total number of complete teaching months i.e. Periods of twenty (20) or more consecutive days of teaching shall be divided by ten (10). Periods of teaching

experience of less than one month will be accumulated and rounded to complete months on the basis of twenty (20) days per month. Where the remainder in such division is 5 months or greater, an additional year will be granted.

- b) Effective August 31, 2010, daily elementary occasional teaching will be recognized for grid placement for long term occasional contracts. The calculation of such experience will be limited to Rainbow elementary daily occasional teaching experience only, earned commencing September 1, 2009. Experience will be credited at the rate of 1/194 for each equivalent two (2) full occasional teaching days taught.

10.05 Occasional teachers shall be paid in accordance with the pay date schedule set out by the Board's finance department each year. The first pay date of the school year for occasional teachers will be on or before September 30th. The work period shall be no more than twenty (20) instructional days.

10.06 a) An occasional teacher will be paid pro-rated for assignments to positions on less than a full-time basis, but in no circumstance will a short term occasional teacher be paid for less than one half (½) day.

- b) An occasional teacher will be paid based on the percentage of the instructional day the teacher works. In instances where time worked is less than a full day the pro-rated amount shall be rounded up to the nearest quarter (1/4) of a day.

10.07 The record of employment certificates for occasional teachers will be issued as soon as possible, on request. Long term occasional teachers will receive the record of employment at the conclusion of their assignment, on request, or if at the end of the school year, as soon as possible in July on request.

ARTICLE 11 – OCCASIONAL TEACHER ROSTER

11.01 a) An occasional teacher who was on the Board's occasional teacher's roster during the previous school year is not required to complete the annual occasional teacher application process, however must submit the Appendix C form to Human Resources by June 30th each year indicating their desire to remain on the roster and include a copy of their current College of Teachers Membership Card.

- b) The maximum number of occasional teachers shall be 330.
- c) No additional occasional teachers will be added to the Occasional Teacher Roster until the number specified in 11.01b) is attained through normal attrition.
- d) Notwithstanding 11.01b), in order to maintain a sufficient pool of names to address geographic and/or subject needs, the Board may increase the number of names on the roster but may not exceed two percent (2%) of the limit specified in 11.01b) above at any time.
- e) A teacher declared redundant, and who has recall rights under an elementary collective agreement with the Board, can apply to be placed on the Board's

Occasional Teacher Roster and these occasional teachers shall be subject to the provisions of this collective agreement for their employment as an occasional teacher. Such placements may pierce the cap on the roster.

- 11.02 Only those occasional teachers whose names are on the roster shall be called for occasional teaching assignments.
- 11.03 The roster shall provide the following information for each occasional teacher: full name, telephone number, address, email address, qualifications, and preference of geographical area.
- 11.04 An occasional teacher shall notify the Human Resources Department of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the occasional teacher regarding teaching assignments.
- 11.05 On or about September 30th and January 30th of each school year, the Board will provide the Union with an electronic copy of the occasional teacher roster.
- 11.06 The roster shall indicate where possible which occasional teachers are on long-term occasional teaching assignments at the time it is published and the expected expiry date of the said assignments if known.
- 11.07 A teacher on a long term occasional assignment with another board/panel shall be granted a leave of absence upon request for a period of one school year. A teacher may request this leave a maximum of two (2) different times while on the roster. The leaves are not consecutive. Such leave of absence shall be reported to the Union as a change to the roster.

ARTICLE 12 – REMOVAL FROM OCCASIONAL TEACHER ROSTER

- 12.01 The Board may remove an occasional teacher's name from the Occasional Teacher Roster following written notification to the teacher with a copy to the President of the Occasional Teacher Local for the following:
- a) upon unsatisfactory performance attested to in writing by two (2) principals;
 - b) for just cause;
 - c) he/she asks to have his/her name removed from the roster;
 - d) he/she fails to notify the Human Resources department by June 30th each year of his/her desire to remain on the roster in accordance with Article 11.01 (a);
 - e) An occasional teacher who has not worked ten (10) days in the prior school year unless the occasional teacher is on an approved leave of absence;
 - f) notwithstanding Article 12.01 e), an elementary occasional teacher who is elected as the Local President or Vice-President will maintain his/her eligibility for the Elementary Occasional Teaching Roster during the term of his/her election or appointment.

ARTICLE 13 – CALLING OF OCCASIONAL TEACHERS

- 13.01 The Board will employ only certified Occasional Teachers to replace teachers who are absent, unless no certified Occasional Teacher is available.
- 13.02 When the services of an occasional teacher are required, the Principal or designate will call from the roster or use the automated call-out system.

ARTICLE 14 – JOB VACANCIES

- 14.01 When long term occasional teacher positions are known at least two (2) weeks in advance, the Board agrees to post the positions by grade and/or subject for a period of four (4) school days. Notice of vacancy will be provided to the President of the Occasional Teacher Local.
- 14.02 A copy of the notice of vacancy will be posted on the Board's electronic posting system.
- 14.03 Long term occasional teaching assignments shall be advertised internally for at least four (4) days prior to external advertisement. Short term occasional teaching positions which become long term occasional teaching positions shall not be considered as job vacancies for the purpose of this article.
- 14.04 Job Vacancies – Elementary Teaching Positions

Should the Board require elementary teachers, applications will be accepted from occasional teachers in accordance with the Board's hiring process.

ARTICLE 15 – LEAVE OF ABSENCE

The Board will grant a leave of absence to long term occasional teachers in the following cases, outlined in Articles 15.01 to 15.05, providing reasonable prior notification is given in order that a suitable replacement may be found.

- 15.01 Jury Duty
Provided a long term occasional teacher has been employed for three (3) consecutive months or more in the school year, a leave without loss of pay will be granted by the Principal when the teacher is required to be absent because of jury duty, or duty as a witness in any court to which he/she has been summoned in any proceeding to which he/she is not a party or one of the persons charged on a matter not relating to his/her employment with the Board.
- 15.02 Quarantine
Provided a long term occasional teacher has been employed for three (3) consecutive months or more in the school year, a leave with pay and without loss of benefits, experience or seniority shall be granted to a teacher for a period for quarantine when declared by the Medical Officer of Health or designate.

15.03 Bereavement Leave

- a) Provided a long term occasional teacher has been employed for three (3) consecutive months or more in the school year or the teacher is in a long term assignment that is known to exceed 3 months he/she will be granted up to five (5) consecutive teaching days, in conjunction with the day of the funeral, without loss of pay or deductions from sick leave credit in the event of a death of a member of his/her family. The five (5) days may be split between days required for the funeral and days required for the interment or memorial service. Immediate family would include father, mother, brother, sister, son, daughter, spouse, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or guardian. When a long term occasional teacher is required to be absent because of the death of any other person, he/she should be granted at the discretion of the principal one day off without loss of pay or deductions from sick leave credit.
- b) Long term occasional teachers who have not been employed for three (3) consecutive months shall be granted bereavement leave as outlined in Article 15.03a) without pay.

15.04 Personal Leave

Provided a long term occasional teacher has been employed for three (3) consecutive months or more in the school year or the teacher is in a long term assignment that is known to exceed 3 months and he/she is required to be absent for personal reasons, he/she shall be granted up to two (2) days without pay per school year, taken individually or in combination. This request must be in writing to the principal/supervisor. The purpose of such leave is to attend to matters of personal importance which require the teacher's attendance and which cannot be scheduled outside of the normal school day. A personal leave will not constitute a break in the long-term occasional assignment.

15.05 Union Business

At the request of the Union, the Board shall grant up to a maximum of twenty-five (25) days paid release time in any school year to the Union for occasional teachers in order to conduct Union business. The Union will reimburse the Board for the cost of the absent occasional teacher's salary. The teacher shall be considered as if working for the purposes of payment of salary, benefits, sick leave and teaching experience. These days cannot be used to create a long term occasional position. Release for union duties beyond 25 days may be approved at the discretion of the Director

15.06 General Leave of Absence

Upon request an occasional teacher who has 2 or more years of continuous service with the Board and who has worked a minimum of 20 elementary occasional teaching days in the last two school years, will be granted a general leave of absence without pay for a period of one school year. This leave will be submitted to the Manager of Human Resources prior to September 1st of the school year they are requesting the leave.

15.07 Education Leave

Upon request an occasional teacher who has 2 or more years of continuous service with the Board and who has worked a minimum of 20 elementary occasional teaching days in the last two school years, will be granted an education leave for up to one (1) school year without pay. This leave will be requested along with proof of registration from a recognized college or university to the Manager of Human Resources by June 30th for the upcoming school year.

ARTICLE 16 – WORKING CONDITIONS

16.01 The timetable for the occasional teacher shall be the same as the timetable of the teacher being replaced.

16.02 Every elementary school will supply to each short term occasional teacher in that school a package containing:

- a) Current class list for each class assigned
- b) Current seating plan for each class assigned
- c) A map of the school
- d) A copy of the school discipline code and other relevant policies including busing procedures
- e) Details of work assignment for each class, if available
- f) School timetable for that day
- g) Details of any special events planned for that school day
- h) Particulars of medical needs of students will be provided to the occasional teacher.

16.03 No occasional teacher shall be assigned yard duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment. It is understood that a comparable duty may be assigned by the Principal during the day.

16.04 Lunch Period

The Board shall provide each occasional teacher with an uninterrupted period for lunch, free from duty and travel, of at least forty (40) minutes per day.

16.05 Travel

The Board shall reimburse, in accordance with the Board's policy, each occasional teacher for travel between an assignment involving two or more schools or work sites within the Board's jurisdiction if the teacher the occasional teacher is replacing normally receives the allowance.

16.06 An occasional teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations. When traveling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the 40-minute lunch period.

16.07 Medication

- a) The Board shall not require any teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence.
- b) It shall not be part of the duties and responsibilities of a teacher to examine pupils for communicable diseases or to diagnosis such conditions or diseases.

ARTICLE 17 - PROFESSIONAL ACTIVITY DAYS

- 17.01 A long term occasional teacher shall be paid for professional activity day(s) provided that the teacher participates in the scheduled professional activities. Professional development days that occur prior to the start of the school year and within the qualifying period will be worked and paid, if a letter of offer has been issued to the occasional teacher.
- 17.02 Short term occasional teachers shall, upon request, have access to the Board's professional development activities on a volunteer basis without pay subject to availability of space and/or materials.
- 17.03 Effective September 2024, the Board will provide \$1,250 per school year to the President of the Occasional Teacher Local to be used for professional development for the occasional teachers.

ARTICLE 18 - EVALUATION OF TEACHER PERFORMANCE

- 18.01 A long term occasional teacher may request in writing from his/her principal an evaluation of his/her teaching in accordance with Board Policy, where appropriate.
- 18.02 Corrections and amendments agreed to by both parties shall be made in writing and included in the employee's file. Copies of the changes shall be sent to all parties who received copies of the original.
- 18.03 The Principal shall notify the President of ETFO Rainbow OT Local, within three (3) working days when an occasional teacher receives an unsatisfactory rating. Where the performance appraisal has resulted in an unsatisfactory/development needed rating, the principal, occasional teacher and the Local President shall meet to discuss the improvement plan and resources to be provided.

ARTICLE 19 - COLLECTIVE AGREEMENT COPIES

- 19.01 As soon as possible after ratification of the collective agreement, each member shall receive an electronic copy of the agreement by email. Each new occasional teacher will be provided with an electronic copy of the collective agreement at the time he/she is hired.

ARTICLE 20 - ACCESS TO INFORMATION

- 20.01 a) Occasional teachers have all rights and privileges with respect to their personnel files according to the *Freedom of Information Act*.
- b) No documents regarding discipline or performance will be placed in the occasional teacher's Human Resources file without the occasional teacher receiving a copy.
- c) Copies of any document regarding the conduct of an occasional teacher shall be given to the occasional teacher within five (5) calendar days of the writing of such document. Where a delay has been caused because of a Union request, this shall not impact on the administration of this article.
- 20.02 If the occasional teacher disputes the accuracy or completeness of any such information the Board shall, correct such records if inaccurate.
- 20.03 A teacher shall have access during normal business hours to his/her personnel file(s) whether in a school or at the Board Office. The teacher may copy any material contained in these files. At the request of the teacher, the teacher may be accompanied by one other person who shall have access to such information.
- 20.04 Human Resources Files
Where an occasional teacher authorizes in writing access to his/her human resources file by another person acting on the occasional teacher's behalf, the Board shall provide such access as well as copies of materials contained therein if also authorized and requested. The Board reserves the right to charge for copies if the number of pages to be copied is excessive.
- 20.05 An occasional teacher may request through the Manager of Human Resources and the Board shall consider removal of documents from the human resources file.
- 20.06 Data for Negotiations
Upon written request to the Superintendent of Business Administration, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this collective agreement.

ARTICLE 21 - REPORTING PAY AND DAILY ASSIGNMENTS

- 21.01 Reporting pay of one half (1/2) day shall be paid when an occasional teacher reports for authorized duty and, as a result of being called in error, is not required to teach. In such cases the principal may assign other appropriate employment in an educational capacity for the one half (1/2) day period.
- 21.02 The continuous employment of a long term occasional teacher shall be deemed to be unbroken in the event of emergency school closure.
- 21.03 In the event of the early dismissal of students from emergency conditions, an occasional teacher shall receive full salary (pro-rated for occasional teachers assigned for a part day) for the balance of the school day.

- 21.04 a) The Board shall give a minimum of two (2) hours' notice of cancellation of any pre-arranged assignment.
- b) Should a pre-arranged assignment be cancelled without notice, the Board shall pay the occasional teacher for one half (1/2) day and the principal will assign other appropriate employment in an educational capacity for the one half (1/2) day.
- c) Should the Board cancel buses or classes and such announcement be communicated through the media on the radio, all short term occasional teaching assignments will be deemed to be cancelled with 2 hours' notice and no short term occasional teacher is expected to report to work and will not be paid for that day. Principals will communicate with the occasional teachers if they are needed on the day in question.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

See central agreement - Part A - C10.2

ARTICLE 23 - MANAGEMENT RIGHTS

23.01 The Union recognizes that it is the exclusive right of the Board to:

- a) provide, maintain and conduct the operation of its schools in accordance with the School Laws of the Province of Ontario and Board policy;
- b) discipline, demote and discharge a teacher, for just and sufficient cause, such cause being given in writing. The reasons for such termination shall be in writing by the principal to the teacher; a teacher shall have the right to submit a grievance claiming unjust discipline, demotion or discharge. The claim shall be dealt with through the grievance and arbitration procedures as outlined herein.
- c) determine all other matters except as expressly defined in this agreement.

ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY

24.01 The parties agree that it is the Board's obligation to provide a safe and healthy workplace environment in accordance with the provincial statutes. The Board shall make all reasonable provisions for health and safety of employee.

ARTICLE 25 - HARASSMENT

25.01 The Board will follow its harassment policy.

ARTICLE 26 - SICK LEAVE

See also central agreement - Part A – C6 and Letter of Agreement #1

- 26.01 a) For an absence of five (5) days or more caused by sickness, a certificate of a qualified medical or dental practitioner may be requested by the employee's supervisor, certifying the inability of the employee to attend to his/her duties for five (5) or more consecutive days, before leave with pay will be allowed.
- b) Notwithstanding Article 26.01 (a), the Board may require an employee to submit the certificate required thereunder for a period of absence of less than five (5) consecutive days. Should the Board require a certificate for a period of absence less than 5 days, the Board will reimburse the teacher for any amount paid to the physician for the purpose of obtaining a certificate.

ARTICLE 27 – BENEFITS

See central agreement – Part A – C5

ARTICLE 28 – CALL OUT SYSTEM

- a) Should an individual occasional teacher have concerns regarding calls from the call out system, the Union may request and the Board will provide the times and dates of the calls made by the call out system to that individual occasional teacher.
- b) When an occasional teacher has not been secured before the start of the instructional day, calls for an occasional teacher will continue until 10:00am for a half-day assignment in the afternoon of that day.
- c) The board and the union shall meet on an as needed basis to review the operation of the automated call out system.

ARTICLE 29 – CLASSROOM TEACHER ABSENCE

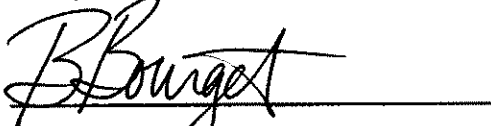
The school principal will make every effort to replace a classroom teacher who is absent due to sick leave, personal leave, bereavement leave or Board mandated professional development/learning, with an occasional teacher.

Dated at Sudbury this 28 day of October, 2024.

SIGNED AND AGREED ON BEHALF OF THE RAINBOW DISTRICT SCHOOL BOARD

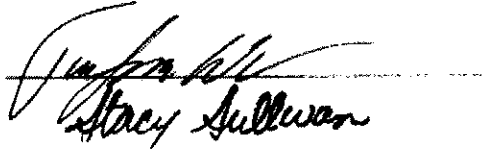


Chairperson



Director of Education

SIGNED AND AGREED ON BEHALF OF THE ELEMENTARY TEACHERS' FEDERATION
OF ONTARIO, RAINBOW OCCASIONAL TEACHERS' LOCAL





LETTER OF INTENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and


**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
RAINBOW OCCASIONAL TEACHERS' LOCAL**

Subject: Accommodation Plan

An occasional teacher may request union representation at any meeting where an accommodation program is being discussed. Where such a request is made, a meeting will be convened in a timely manner.

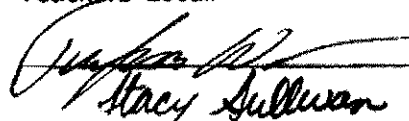
Dated at Sudbury, Ontario this 28 day of October, 2024.

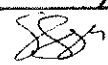
For Rainbow District School Board:



Lesley Fisher

For ETFO, Rainbow Occasional
Teachers' Local:



Tracy Sullivan


LETTER OF INTENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and


**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
RAINBOW OCCASIONAL TEACHERS' LOCAL**

Subject: FAQs for New Hires

Beginning September 2021, the Board will share their FAQs for new hires with the Union on an annual basis. The Board shall include the Union President's name, phone number and e-mail.


Dated at Sudbury, Ontario this 28 day of October, 2024.


For Rainbow District School Board:



Lesley Fisher

For ETFO, Rainbow Occasional
Teachers' Local:



Stacy Sullivan


LETTER OF INTENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and


**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
RAINBOW OCCASIONAL TEACHERS' LOCAL**

Subject: Pay Date Schedule

The Board agrees to implement a bi-weekly pay structure for occasional teachers by September 2025.

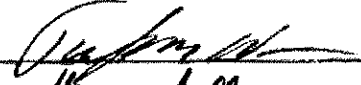
Dated at Sudbury, Ontario this 28 day of October, 2024.

For Rainbow District School Board:



Lesley Fisher

For ETFO, Rainbow Occasional Teachers' Local:



Stacy Sullivan
