

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE DURHAM DISTRICT SCHOOL BOARD**

**-AND-**

**THE ONTARIO SECONDARY SCHOOL TEACHERS'  
FEDERATION, DISTRICT 13  
OCCASIONAL TEACHERS**



**SEPTEMBER 1, 2019 – AUGUST 31, 2022**

# TABLE OF CONTENTS

## OSSTF TEACHERS – PART A: CENTRAL TERMS

<b>C1.00</b>	<b>STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT</b>	4
<b>C1.1</b>	Separate Central and Local Terms	4
<b>C1.2</b>	Implementation	4
<b>C1.3</b>	Parties	4
<b>C1.4</b>	Single Collective Agreement	4
<b>C2.00</b>	<b>LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL</b>	4
<b>C2.1</b>	Term of Agreement	4
<b>C2.2</b>	Amendment of Terms	4
<b>C2.3</b>	Notice to Bargain	4
<b>C3.00</b>	<b>DEFINITIONS</b>	5
<b>C4.00</b>	<b>CENTRAL LABOUR RELATIONS COMMITTEE</b>	5
<b>C5.00</b>	<b>CENTRAL GRIEVANCE PROCESS</b>	5
<b>C5.1</b>	Definitions	6
<b>C5.2</b>	Central Dispute Resolution Committee	6
<b>C5.3</b>	The grievance shall include	7
<b>C5.4</b>	Referral to the Committee	7
<b>C5.5</b>	Voluntary Mediation	7
<b>C5.6</b>	Selection of the Arbitrator	8
<b>C6.00</b>	<b>CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER</b>	8
<b>C7.00</b>	<b>BENEFITS</b>	8
<b>C7.1</b>	ELHT Benefits	8
<b>C7.2</b>	Eligibility and Coverage	8
<b>C7.3</b>	Funding	9
<b>C7.4</b>	Full-Time Equivalent (FTE) and Employer Contributions	9
<b>C7.5</b>	Benefits Committee	10
<b>C7.6</b>	Privacy	10
<b>C7.7</b>	Benefits not provided by the OSSTF ELHT	10
<b>C7.8</b>	Benefits for Daily Occasional Teachers	10
<b>C7.9</b>	Payment in Lieu of Benefits	11
<b>C7.10</b>	WSIB Top-Up	11
<b>C7.11</b>	Long-Term Disability (Employee Paid Plans)	12

<b>C8.00 STATUTORY LEAVES OF ABSENCE/SEB</b> .....	12
<b>C8.1 Family Medical Leave or Critical Illness Leave</b> .....	12
<b>C9.00 SICK LEAVE</b> .....	13
<b>C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)</b> .....	13
a) Sick Leave Benefit Plan .....	12
b) Sick Leave Days .....	12
c) Short-Term Leave and Disability Plan (STLDP) .....	12
d) Eligibility and Allocation .....	13
e) Short-Term Leave and Disability Plan Top-up .....	14
f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment .....	14
g) Administration .....	15
<b>C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT</b> .....	16
<b>C11.00 MINISTRY/SCHOOL BOARD INITIATIVES</b> .....	16
<b>C12.00 OCCASIONAL TEACHERS AND PA DAYS</b> .....	17
<b>C13.00 PROVINCIAL FEDERATION RELEASE DAYS</b> .....	17
<b>C14.00 E-LEARNING</b> .....	18
<b>APPENDIX A – RETIREMENT GRATUITIES</b> .....	19
A. Sick Leave Credit-Based Retirement Gratuities .....	18
B. Other Retirement Gratuities .....	18
<b>APPENDIX B – ABILITIES FORM</b> .....	20
<b>LETTER OF AGREEMENT #1 RE: Sick Leave</b> .....	22
<b>LETTER OF AGREEMENT #2 RE: Status Quo Central Items</b> .....	23
<b>LETTER OF AGREEMENT #3 RE: Central Items That Modify Local Terms</b> .....	24
<b>LETTER OF AGREEMENT #4 RE: Qualifications Evaluation Council of Ontario (QECO)</b> .....	28
<b>LETTER OF AGREEMENT #5 RE: Provincial Working Group – Health and Safety</b> .....	29
<b>LETTER OF AGREEMENT #6 RE: Online Reporting Tool for Violent Incidents</b> .....	30
<b>LETTER OF AGREEMENT #7 RE: Half Day of Violence Prevention Training</b> .....	31
<b>LETTER OF AGREEMENT #8 RE: Combined Teachers’ Bargaining Units</b> .....	32
<b>LETTER OF AGREEMENT #9 RE: Long Term Disability Administration</b> .....	33
<b>LETTER OF AGREEMENT #10 RE: Employee Life and Health Trust (ELHT) Committee</b> .....	36
<b>LETTER OF AGREEMENT #11 RE: Pilot on a Streamlined Arbitration Process Model</b> .....	38
<b>LETTER OF AGREEMENT #12 RE: E-Learning Implementation Committee</b> .....	40
<b>LETTER OF AGREEMENT #13 RE: E-Learning Alternative Models</b> .....	36
<b>HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY</b> .....	37

## **C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT**

### **C1.1 Separate Central and Local Terms**

- a) 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 local terms.

### **C1.2 Implementation**

- a) 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 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**

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

## **C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL**

### **C2.1 Term of Agreement**

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

### **C2.2 Amendment of Terms**

- a) In accordance with the *School Boards Collective Bargaining Act*, 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.

### **C2.3 Notice to Bargain**

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with 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.

### **C3.00 DEFINITIONS**

- C3.1** 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.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “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.

### **C4.00 CENTRAL LABOUR RELATIONS COMMITTEE**

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** 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.

### **C5.00 CENTRAL GRIEVANCE PROCESS**

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

### **C5.1 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 “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

### **C5.2 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 of the Crown.
- b) The Committee shall meet 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, and to mutually settle a grievance with the consent of the Crown.
  - iii. To withdraw a grievance.
  - iv. To mutually agree to refer a grievance to the local grievance procedure.
  - v. To mutually agree to voluntary mediation.
  - vi. 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 proposed settlement between the central parties.
  - 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 and the Crown shall be responsible for their own costs for the central dispute resolution process.

**C5.3 The grievance shall include:**

- 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.

**C5.4 Referral to the Committee:**

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) 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 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

**C5.5 Voluntary 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.

## **C5.6 Selection of the Arbitrator**

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

## **C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER**

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

## **C7.00 BENEFITS**

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

### **C7.1 ELHT Benefits**

The Parties agree that since all active eligible employees have now transitioned to the OSSTF 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:

### **C7.2 Eligibility and Coverage**

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.



- b) With the consent of the Central Parties, the OSSTF 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.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

### **C7.3 Funding**

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
  - i. September 1, 2019: \$5709/FTE
  - ii. September 1, 2020: \$5937/FTE
  - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
  - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
  - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
    - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
    - 2) the difference between the reported net assets and the 15% threshold.
  - iii. The Crown shall make only one payment under b).
  - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

### **C7.4 Full-Time Equivalent (FTE) and Employer Contributions**

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.

- b) 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.
- c) Monthly amounts paid by the boards to the OSSTF 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 OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

#### **C7.5 Benefits Committee**

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

#### **C7.6 Privacy**

The Parties agree to inform the OSSTF ELHT benefits plan 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 OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

#### **C7.7 Benefits not provided by the OSSTF ELHT**

- a) Any other 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.

#### **C7.8 Benefits for Daily Occasional Teachers**

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms 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.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings &amp; Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
  - September 1, 2019: 4%
  - September 1, 2020: 4%
  - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

**C7.9 Payment in Lieu of Benefits**

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

**C7.10 WSIB Top-Up**

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
  - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
  - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

**C7.11 Long-Term Disability (Employee Paid Plans)**

- a) All permanent Teachers 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.

**C7.12** Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

**C8.00 STATUTORY LEAVES OF ABSENCE/SEB**

**C8.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- 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 for 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 and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

### **Supplemental Employment Benefits (SEB)**

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. 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 E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments 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 E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

## **C9.00 SICK LEAVE**

### **C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)**

#### **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 C9.1 d) i-vi below, 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 C9.1 d) i-vi below, 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 C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 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 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. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. 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 C9.1(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 his/her full FTE without absence due to illness.
- v. 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 his/her 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 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. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

**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 90% to 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 100%.

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

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments 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 term compared to 194 days.
- ii. Where the length of the term 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 term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. 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 Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. 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 or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

**C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT**

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

**C11.00 MINISTRY/SCHOOL BOARD INITIATIVES**

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.



- 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.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

#### **C12.00 OCCASIONAL TEACHERS AND PA DAYS**

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

#### **C13.00 PROVINCIAL FEDERATION RELEASE DAYS**

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

## **C14.00 E-LEARNING**

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

## **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 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. Huron Perth Catholic District School Board
  - v. 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.

**APPENDIX B – ABILITIES FORM**

<b>Employee Group:</b>	<b>Requested By:</b>
<b>WSIB Claim:</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	<b>WSIB Claim Number:</b>

**To the Employee:** The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

**Employee's Consent:** I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

<b>Employee Name:</b> <i>(Please print)</i>	<b>Employee Signature:</b>
<b>Employee ID:</b>	<b>Telephone No:</b>
<b>Employee Address:</b>	<b>Work Location:</b>

**1. Health Care Professional: The following information should be completed by the Health Care Professional**

Please check one:

Patient is capable of returning to work with no restrictions.

Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness ( <i>please do not include diagnosis</i> ): _____
--------------------------------	--

Date of Assessment:  
dd      mm      yyyy

**2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.**

**PHYSICAL (if applicable)**

<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):								
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> <b>Use of hand(s):</b> <table border="0"> <tr> <td><b>Left Hand</b></td> <td><b>Right Hand</b></td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		<b>Left Hand</b>	<b>Right Hand</b>	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):
<b>Left Hand</b>	<b>Right Hand</b>										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):										

## APPENDIX B – ABILITIES FORM

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (please specify):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2B: COGNITIVE (please complete all that is applicable)</b>				
<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision- Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: <i>Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i> )				
Additional comments on <b>Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:</b>				
<b>3: Health Care Professional to complete.</b>				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			Start Date: <b>dd</b> <b>mm</b> <b>yyyy</b>	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: <b>dd</b> <b>mm</b> <b>yyyy</b>				

<b>Completing Health Care Professional Name: (Please Print)</b>	<hr/>
<b>Date:</b>	<hr/>
<b>Telephone Number:</b>	<hr/>
<b>Fax Number:</b>	<hr/>
<b>Signature:</b>	<hr/>

**LETTER OF AGREEMENT #1  
BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**RE: Sick Leave**

The parties agree that any current 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 Understanding.

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**RE: Status Quo Central Items**

Status quo central items

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

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**RE: Central Items That Modify Local Terms**

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

**1. Certification Group/Category Rating Statement Provider**

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

**2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent**

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to



accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.



### **3. E-Learning Class Size/Staff Generators/PTC or equivalent**

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**RE: Qualifications Evaluation Council of Ontario (QECO)**

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**AND**

**The Crown**

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

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. 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.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**AND**

**The Crown**

**RE: Online Reporting Tool for Violent Incidents**

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

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

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

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

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**AND**

**The Crown**

**RE: Half Day of Violence Prevention Training**

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #8  
BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**RE: Combined Teachers' Bargaining Units**

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.



**LETTER OF AGREEMENT #9  
BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**RE: Long Term Disability Administration**

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

**A. Enrolment/Eligibility Administration**

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

**B. Premium Administration**

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate

- used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
  - IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
  - V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
  - VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

### **C. LTD Claims Administration**

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

### **D. OSSTF and OTIP are required to:**

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.



**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**AND**

**The Crown**

**RE: Employee Life and Health Trust (ELHT) Committee**

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards



**LETTER OF AGREEMENT #11**

**BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**AND**

**The Crown**

**RE: Pilot on a Streamlined Arbitration Process Model**

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.



**LETTER OF AGREEMENT #12  
BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**RE: E-Learning Implementation Committee**

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.



**LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**AND**

**The Crown**

**RE: E-Learning Alternative Models**

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

**THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY**

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019**

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**AND**

**The Crown**

**RE: Benefits**

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

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

## **1.0.0 PRINCIPLES**

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
  - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
  - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
  - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

### **3.0.0 ELIGIBILITY and COVERAGE**

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
  - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
  - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
  - 3.1.4 No individuals who retire after the Board participation date are eligible.
  - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
  - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

### **4.0.0 FUNDING**

#### **4.1.0 Start-Up Costs**

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
  - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
  - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
  - a. If available, the paid premiums or contributions or claims costs of each group; or
  - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent

positions (FTE) covered by each group in the most recent policy year will be used.

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

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

#### **4.2.0 On-Going Funding**

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
  - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
  - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
    - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
    - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with b i).
  - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all

data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
  - i) there is an in-year deficit,
  - ii) that the deficit described in i) is not related to plan design changes,
  - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31<sup>st</sup> of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of

the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

## **5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY**

### **5.1.0 Shared Services**

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

### **5.2.0 Board of Trustees' Responsibilities**

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
  - a. Validation of the sustainability of the respective Plan Design;
  - b. Establishing member contribution or premium requirements, and member deductibles;
  - c. Identifying efficiencies that can be achieved;
  - d. Adopting an Investment Policy; and
  - e. Adopting a Funding Policy.



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

### **5.3.0 Accountability**

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

### **6.0.0 TRANSITION COMMITTEE**

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

**THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY**

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019**

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**RE: Status Quo Central Items as Modified by this Agreement**

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, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

**1. PREGNANCY LEAVE BENEFITS**

**Common Central Provisions**

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance 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.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

## **2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits**

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

## **3. Short Term Paid Leaves**

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

#### **4. Retirement Gratuities**

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

*[insert current Retirement Gratuity language from local collective agreement]*

## PART B – LOCAL TERMS AND CONDITIONS

### TABLE OF CONTENTS

Article L1.00 – Purpose .....	55
Article L2.00 – Term of Agreement .....	55
Article L3.00 – Recognition .....	55
Article L4.00 – Definitions and Representation .....	56
Article L5.00 – Discipline and Dismissal.....	59
Article L6.00 – Salaries .....	60
Article L7.00 – Union Dues and Levies .....	65
Article L8.00 – Benefits .....	66
Article L9.00 – Working Conditions .....	66
Article L10.00 – Grievance and Arbitration Procedure .....	69
Article L11.00 – Sick Leave.....	72
Article L12.00 – Miscellaneous Leaves .....	73
Article L13.00 – Professional Activity/Development Days .....	76
Article L14.00 – Call-Out Errors .....	77
Article L15.00 – Occasional Teacher List.....	77
Article L16.00 – Evaluation.....	79
Article L17.00 – General Provisions .....	79
Article L18.00 – Health and Safety.....	79
Letter of Intent #1 .....	81
Letter of Intent #2 .....	81
Letter of Understanding #1 .....	81
Letter of Understanding #2.....	81
Letter of Understanding #3.....	82

### **Article L1.00 – Purpose**

- L1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as “The Agreement”, to set forth certain terms and conditions of employment which govern the Occasional Teachers, as defined in the *Education Act*, employed by the Board in its secondary schools.

### **Article L2.00 – Term of Agreement**

- L2.01 This Agreement shall supersede all previous Agreements and shall continue in effect with all clauses, provisions and effects unchanged until such time as this Agreement is itself superseded by a new Agreement, or is amended by the written agreement of the parties, or is terminated, in accordance with the *Labour Relations Act*.
- L2.02 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.
- L2.03 In view of the orderly steps provided by this Agreement for the resolution of grievances, and in accordance with the *Labour Relations Act*, there shall be no strike, or lock-out during the term of this Agreement or of any renewal of this Agreement.

### **Article L3.00 – Recognition**

- L3.01 The Board recognizes O.S.S.T.F. as the exclusive bargaining agent for all secondary occasional school teachers as defined in the *Education Act*, and employed by the Durham District School Board in its secondary panel, save and except persons, who when they are employed as substitutes for other teachers, are other than occasional teachers as defined by the *Education Act*.
- L3.02 The Union and its members recognize the right of the Board and its administration to manage the school system in the interests of the students and the community. The Board agrees to exercise its management rights with respect to members of this Bargaining Unit in accordance with the Acts and Regulations of Ontario.
- L3.03 Each party recognizes the right of the other Party to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations of this Collective Agreement.
- L3.04 No person covered by any other collective agreement with the Durham District School Board shall be covered by this Agreement. However, a person who is covered by another collective agreement as a part time teacher with the Board,

as defined in the *Education Act*, and who is accepted by the Board for additional employment as an Occasional Secondary Teacher, shall be covered by this Agreement in respect of the occasional teaching employment only.

#### L3.05 Criminal Background Checks and Offence Declarations

The Board will collect criminal background checks on its employees in accordance with its policy and procedure as approved on April 18, 2005, and as may be further amended from time to time, in consultation with employee groups.

The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the *Education Act* and Regulations are stored in a secure location and in a confidential manner.

Any disciplinary action related to the criminal background check or the Offence Declaration required by regulation may be the subject of a grievance.

Where the Superintendent of Education – Human Resource Services or designate wishes to meet with a member of the Bargaining Unit to discuss a criminal conviction or pattern of behaviour which poses a potential unacceptable risk, the member will be advised of their right to have a Union representative at the meeting. The Superintendent of Education – Human Resource Services or designate shall contact the President of the Bargaining Unit regarding such a meeting unless requested by the member not to do so.

L3.06 A teacher shall have the right to OSSTF representation at any meeting which is part of the Board's attendance support program.

L3.07 Subject to Service Canada rules and for the sole and exclusive purpose of reporting the hours of insurable earnings required under the *Employment Insurance Act*, all supply teachers (day to day, LTO, Extended Occasional) shall be deemed to have worked eight (8) hours each full weekday they are employed. All supply teachers (day to day, LTO, Extended Occasional) working a part of a day shall be deemed to have worked hours per day that are prorated accordingly.

### **Article L4.00 – Definitions and Representation**

#### L4.01 Definitions

- (a) "Occasional Teacher" means a teacher qualified under the *Education Act* and employed to teach as a substitute for a permanent, probationary or temporary Teacher who has died during the school year or who is absent from regular duties for a temporary period that is less than a school year and that does not extend beyond the end of a school year.



For the purposes of the Agreement, an Occasional Teacher includes a graduate of an approved teacher training program who is eligible and has applied for membership in the Ontario College of Teachers (the "College") and is awaiting acceptance, but does not include a person who is subsequently denied membership.

- (b) "Supply Occasional Teacher" shall mean an Occasional Teacher whose employment is for a casual period that is on a day to day basis until no longer required or until Extended Occasional Teacher status is attained.
- (c) "Extended Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of ten (10) or more consecutive instructional days as a replacement for one teacher employed on a permanent or probationary basis.
- (d) "Long Term Occasional Teacher" shall mean a teacher whose employment as an Occasional Teacher in one (1) position is known in advance to exceed thirty (30) instructional days.
- (e) "Probationary Occasional Teacher" shall mean a teacher who has not completed the probationary period. Each Occasional Teacher, currently employed or who is added to the Board's list of Occasional Teachers, shall, from the date of hire as an Occasional Teacher, serve a probationary period of forty (40) instructional days worked in the secondary panel of the Board. An Occasional Teacher who was previously employed by the Durham District School Board as a permanent teacher shall serve a probationary period of twenty (20) days.
- (f) "Occasional Teacher List" means a list of Occasional Teachers who have been accepted by the Board as Occasional Teachers in the secondary panel.
- (g) An "instructional day" shall be recognized as a teaching day when the Occasional Teacher has met the teaching obligations on that day.

L4.02 The Bargaining Unit shall inform the Board in writing of the names of its elected or appointed Executive and/or committee members prior to September 1.

L4.03 Federation Leave

- (a) At the request of the Bargaining Unit, the President of the Occasional Teacher Bargaining Unit shall be released from teaching duties for the purpose of contract administration or for the purposes of Union business, to a maximum of fifteen (15) school days, in the aggregate, per annum. Such a leave for Union business shall not constitute a break in continuous service. In such cases, the Bargaining Unit is responsible for the

President's pay. The Board shall administer such payment, and shall be reimbursed by the Bargaining Unit.

- (b) Notwithstanding the above, any days spent on union business, not requiring release from teaching duties, shall be counted as days worked, reimbursed by the Bargaining Unit and administered by the Board as in L4.03 (a).
- (c) Members on such leave shall receive full salary and employment benefits including the accumulation of: credit for experience, sick leave and all other rights and privileges under this collective agreement where eligible.

L4.04 Labour/Management Committee

- (a) The Board and the Bargaining Unit jointly shall establish the Secondary Occasional Teachers' Consultation Committee. The Committee shall have as its members up to three (3) members appointed from the Board's staff, one of whom shall be named as the co-chairperson by the Superintendent of Education – Human Resource Services or designate, and up to three (3) members of the District appointed by the Bargaining Unit, one of whom shall be named as co-chairperson by the Bargaining Unit. At least one (1) of the members appointed by the Bargaining Unit shall be an Occasional Teacher. The composition of this Committee may be modified by mutual agreement.
- (b) The Committee shall meet at the request of either party at a time mutually agreed upon.
- (c) The Committee shall discuss issues of concern to either the Board or the Bargaining Unit but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.
- (d) The Committee shall be a consultative body and may make recommendations to the parties.

L4.05 Negotiating Committee

- (a) The Bargaining Unit may appoint or otherwise select a negotiating committee. At least one (1) of the members of the negotiating committee shall be a District 13 Occasional Teacher. Such committee shall represent the Bargaining Unit in all negotiations with the representatives of the Board for a renewal of this Agreement.
- (b) At the request of the Union, the Board shall excuse from teaching duties up to two (2) Occasional Teachers a maximum of fifteen (15) school days in the aggregate to meet with the Board in direct negotiations. Occasional

Teachers will be credited with these days spent in direct negotiations as days worked. The Bargaining Unit will be responsible for the Occasional Teacher's pay. The Board will administer such payment and will be reimbursed by the Bargaining Unit.

### **Article L5.00 – Discipline and Dismissal**

L5.01 An Occasional Teacher shall not be disciplined or dismissed without just cause. A teacher who is invited to a meeting which may result in discipline shall be notified in advance of the date, time and purpose of the meeting and advised of their right to have Union representation. If the teacher declines Union representation at the meeting, the Union will be advised in advance that the meeting has been scheduled. Failure or refusal to attend the meeting shall not prevent the Board from imposing discipline by letter.

A letter stating the reason(s) for discipline or dismissal shall be given to the teacher at the meeting or mailed to the last known address of the teacher within one (1) month of the imposition of discipline or dismissal.

L5.02 An Occasional Teacher or a Principal of a school may request that the teacher not be assigned to that school, in which case the Occasional Teacher's assignment to that school may thereafter only be effected with the consent of both the Principal of the school and the teacher. Notification in writing will be mailed to the teacher's last known address by the Superintendent of Education – Human Resource Services or designate and the District President will be notified.

L5.03 All Occasional Teachers have recourse to the grievance procedure if disciplined or dismissed. Notwithstanding L5.02 above, the standard for dismissing a probationary Occasional Teacher will be a lesser standard than for an Occasional Teacher who has completed the probationary period. A Probationary Occasional Teacher may be dismissed at the discretion of the Board, provided that such discretion is not exercised in bad faith. A Probationary Occasional Teacher may also be dismissed for unsuitability or unsatisfactory performance.

L5.04 At an Occasional Teacher's request to the Superintendent of Education – Human Resource Services or designate, documents contained in an occasional teacher's personnel file of a disciplinary nature and all supporting documents shall be removed from the file at the later of two years or 250 days worked for the Board as an Occasional Teacher from their dates of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment or violence, or any discipline related to physical, emotional or

psychological harm to students or other employees of the Board may remain in an Occasional Teacher's file.

**Article L6.00 – Salaries**

L6.01 (a) Supply Occasional Teachers

Effective September 1, 2019 (1%) - \$228.66/day  
 Effective September 1, 2020 (1%) - \$230.95/day  
 Effective September 1, 2021 (1%) - \$233.26/day

(b) An Occasional Teacher shall be assigned to work, and shall be paid, only for a 0.5 (morning or afternoon) or 1.0 instructional day in accordance with paragraph L4.01 (g) and Article L14.00.

L6.02 An Extended Occasional Teacher shall be placed on the current salary grid, with the Extended Occasional Teacher's recognized teaching experience and group placement in accordance with paragraphs L6.05, L6.06 and L6.07 of this Agreement, on the tenth (10th) consecutive instructional day worked in one (1) position. Payment on this salary grid shall be retroactive to the first day of the assignment and shall remain in effect until the expiration of the assignment. A Professional Activity/Development Day shall not interrupt the continuity of an Extended Occasional teaching assignment.

**Effective August 31, 2019**

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	48315	50002	53855	56494
1	51189	53152	57452	60451
2	54039	56313	61068	64398
3	56910	59468	64682	68351
4	59760	62634	68290	72296
5	62634	65776	71891	76228
6	65485	68947	75501	80179
7	68351	72092	79116	84135
8	71201	75246	82734	88075
9	74065	78405	86324	92007
10	76914	81553	89942	95960
11	80082	85005	93457	99960

**Effective September 1, 2019**

<b>Years</b>	<b>Group 1/A1</b>	<b>Group 2/A2</b>	<b>Group 3/A3</b>	<b>Group 4/A4</b>
0	48798	50502	54394	57059
1	51701	53684	58027	61056
2	54579	56876	61679	65042
3	57479	60063	65329	69035
4	60358	63260	68973	73019
5	63260	66434	72610	76990
6	66140	69636	76256	80981
7	69035	72813	79907	84976
8	71913	75998	83561	88956
9	74806	79189	87187	92927
10	77683	82369	90841	96920
11	80883	85855	94392	100960

**Effective September 1, 2020**

<b>Years</b>	<b>Group 1/A1</b>	<b>Group 2/A2</b>	<b>Group 3/A3</b>	<b>Group 4/A4</b>
0	49286	51007	54938	57630
1	52218	54221	58607	61667
2	55125	57445	62296	65692
3	58054	60664	65982	69725
4	60962	63893	69663	73749
5	63893	67098	73336	77760
6	66801	70332	77019	81791
7	69725	73541	80706	85826
8	72632	76758	84397	89846
9	75554	79981	88059	93856
10	78460	83193	91749	97889
11	81692	86714	95336	101970

**Effective September 1, 2021**

<b>Years</b>	<b>Group 1/A1</b>	<b>Group 2/A2</b>	<b>Group 3/A3</b>	<b>Group 4/A4</b>
0	49779	51517	55487	58206
1	52740	54763	59193	62284
2	55676	58019	62919	66349
3	58635	61271	66642	70422
4	61572	64532	70360	74486
5	64532	67769	74069	78538
6	67469	71035	77789	82609
7	70422	74276	81513	86684
8	73358	77526	85241	90744
9	76310	80781	88940	94795
10	79245	84025	92666	98868
11	82509	87581	96289	102990

**L6.03 Long Term Occasional Agreement Teachers**

- (a) A Long Term Occasional Agreement Teacher shall be placed on the above salary schedule, based on recognition of the Long Term Occasional Agreement Teacher's teaching experience and category placement in accordance with Paragraphs L6.05, L6.06 and L6.07 of this Agreement. Where consecutive days of supply teaching immediately precede a Long Term Occasional Agreement for the same teaching assignment, payment on the salary grid shall be retroactive to the first day of the supply teaching. The Long Term Occasional Agreement Teacher shall continue to be paid as set out herein until the expiration of the assignment.
- (b) In the event that the assignment of the Long Term Occasional Agreement Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Agreement Teacher will be given five (5) teaching days' notice or five (5) days' pay in lieu of notice. This shall apply only if the termination occurs for the reasons other than misconduct, disobedience or neglect of duty on the part of the Long Term Occasional Agreement Teacher.

In the event that the Long Term Occasional Agreement Teacher wishes to resign from their Long Term Occasional Agreement, a minimum of five (5) teaching days written notice is required.

Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

L6.04 The parties agree that the wage rates specified herein include vacation and holiday pay.

L6.05 Recognized teaching experience shall include one-tenth (1/10) of a year for each twenty (20) full-time equivalent days of teaching or full school month of teaching (whichever is greater), in an Extended Occasional or Long Term Occasional Agreement assignment. One-tenth (1/10) of a year of teaching experience will be granted for a remainder of ten (10) or more days after division into twenty (20) day blocks.

L6.06 Other Teaching Experience

(a) Teaching experience in a University or Community College shall be recognized under L6.05, where the teacher had a degree and/or was deemed qualified by the institution.

(b) Teaching experience other than that stipulated in L6.05 or L6.06 (a) may be recognized for placement on the “Basic Salary Schedule” at the discretion of the Director or designate.

L6.07 **Recognition of Related Trade and/or Related Professional Experience**

Recognition of teaching experience or related trade or related professional experience (in excess of requirements for basic teaching certification) on the “Basic Salary Schedule” shall be at the sole discretion of the Superintendent of Education – Human Resource Services or designate. The onus shall be on the teacher to produce satisfactory evidence of teaching experience or related trade or related professional experience, and to provide signed authorization for the Superintendent to contact the employer(s) by telephone or letter to discuss/verify that work experience.

**Guidelines for Placing Related Trade and/or Related Professional Work Experience as Teaching Experience on the Basic Salary Schedule**

(a) Teachers with related work experience in a trade and/or profession shall be placed on the grid with each year of such experience being equal to one-half year secondary school teaching experience.

(b) Six (6) months to twelve (12) months of related work experience shall count as one (1) year of related experience for allowance purposes.

(c) Less than six (6) months of related work experience shall not count toward this allowance.

(d) Part-time related work experience in a trade and/or profession where the part-time work schedule was equivalent to a 0.5 FTE position or greater

shall be treated as equivalent to one-half of the full-time equivalent work experience [i.e., twelve (12) months of 0.5 FTE or better = six (6) months work experience; twelve (12) months in a less than 0.5 FTE position = 0 work experience, etc.].

- (e) If application with supporting evidence of experience which is work related to a subject(s) being taught is submitted to the Superintendent of Education – Human Resource Services or designate at the earliest opportunity, but not later than May 31 of the school year, the Board will adjust the teacher’s salary, as of September 1 of that school year.
- (f) The total allowance granted under this section shall not exceed six (6) years of secondary school teaching experience.

L6.08 Category definitions for the purpose of the Agreement shall be those in the current Certification Plan of the Ontario Secondary School Teachers' Federation, provided they are funded by the Provincial Government.

L6.09 The grid salary for an Extended Occasional or Long Term Occasional Agreement Teacher shall be determined for a school year on the Extended Occasional or Occasional Agreement Teacher's qualifications as of September 1 of that school year.

The Board will adjust the salary of an Extended Occasional or Long Term Occasional Agreement Teacher as of September 1 in any year provided that:

- (a) the requirements for placement in a higher salary group are completed before the beginning of school; and
- (b) an application with supporting evidence is submitted to the Superintendent of Education – Human Resource Services or designate at the earliest opportunity, but not later than the last teaching day in December of that year.

The Board will adjust the salary of an Extended Occasional or Long Term Occasional Agreement Teacher as of February 1 in any year provided that:

- (c) the requirements for placement in a higher salary group are completed before January 31 of that year; and
- (d) an application with supporting evidence is submitted to the Superintendent of Education – Human Resource Services or designate after the last teaching day in December of the previous year, but before May 31 of that year.



L6.10 Payment of Salary

Employees covered by the terms of this Agreement shall be paid by Direct Deposit, on a bi-weekly basis.

Commencing on a date to be determined before June 30 of each year, to apply commencing in September or October of that year, whichever is applicable, occasional teachers will continue to be paid every second Friday, based upon days worked up to the third preceding Friday. Where the scheduled pay date is a banking holiday, employees shall be paid on the day prior.

L6.11 If an Occasional Teacher is at work or arrives at work at a work location when that location is closed because of an emergency, that Occasional Teacher shall receive salary as though they had worked their assignment for that day only. In the case of an Occasional Teacher replacing an itinerant teacher, this only applies to the portion of the timetable at the affected location.

L6.12 In the event that an Occasional Teacher replaces an itinerant teacher whose work schedule encompasses two (2) or more work locations, the Occasional Teacher shall be paid for kilometrage at the standard Board rate in accordance with Board Policy and Procedure.

**Article L7.00 – Union Dues and Levies**

L7.01 On each pay date on which an occasional teacher receives a payment, the Board shall deduct from the Occasional Teacher's pay the regular Union Dues in accordance with the written direction of the Union, to be received by the Board at least thirty (30) days in advance of an anticipated change.

L7.02 The amount deducted in accordance with L7.01 above shall be remitted to the attention of the Treasurer of the O.S.S.T.F. at its Head Office, on the 15th day of each month following the month in which the deductions were made. The remittance shall be accompanied by a list identifying the teachers from whom deductions were made, their S.I.N.'s and the amount deducted (Subject to Freedom of Information or other legislative limitations).

L7.03 The Board agrees to deduct from each pay cheque of each occasional teacher a local levy, the amount of which will be communicated to the Board in writing by the President of the Bargaining Unit at least sixty (60) days in advance of an anticipated change, and no more frequently than once each school year. It is agreed that the amount to be deducted will be, for all occasional teachers, either an even number in an amount equally divisible by the number of teacher paydays in a school year or a percentage of the gross salary. The money deducted will be remitted monthly by the Board to the O.S.S.T.F. Durham District 13 office, accompanied by a list of teachers.

- L7.04 Any monies deducted under L7.01 and L7.03 above shall be reflected as a dues deduction on teachers' T4 slips.
- L7.05 The O.S.S.T.F. shall indemnify the Board and save it harmless from all costs, losses, suits, attachments, damages or any other form of liability that may accrue from claims against the Board arising from the deduction or remission of dues and levies, or from the provision of information upon which the Board and the Union may agree in accordance with the foregoing. It is further agreed that the Board is not responsible in any way for reconciling amounts due or deducted but, upon request by the Union, will correct the future deduction status for a teacher.
- L7.06 Where an employee does not have sufficient wages in any pay period to permit deductions under this Article, the Board shall not be obligated to make such deductions from subsequent salary in respect of the earlier pay period.

### **Article L8.00 – Benefits**

- L8.01 (a) An Occasional Teacher who worked at least ninety (90) full-time equivalent days as an Occasional Teacher in the secondary panel for the Board in the prior school year shall, subject to Part A, be eligible to enroll and participate in the Benefits for Daily Occasional Teachers as per Part A.
- (b) An eligible Teacher who elects to participate in the benefits program shall be a participant in the program from September 1 to the following August 31 providing that the eligible Occasional Teacher:
- (i) remains on the Board's Occasional Teachers List; and
  - (ii) remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board.
- L8.02 Where a Teacher in a Long Term Occasional assignment becomes eligible for benefits under the ELHT, the Board will notify the benefit provider accordingly.

### **Article L9.00 – Working Conditions**

- L9.01 Where the Supply Occasional Teacher is qualified in accordance with the schedule of the absent teacher, every effort will be made to inform this teacher at the end of the school day whether or not they are required for the same teaching assignment the following day in the same school.
- L9.02 The Board will provide a package which will serve as an operational tool for supply occasional teachers. The package should contain the following:

- 1) a current class list for each class assigned, plus student photos;
- 2) a copy of the absent teachers' assigned timetable;
- 3) a copy of the absent teachers' on-call notification;
- 4) a map of the school;
- 5) instructions on how to contact the main office;
- 6) attendance procedure;
- 7) a summary outlining the expectations regarding the school discipline code and other pertinent policies, rules and practices;
- 8) a list of Positions of Responsibility within the school;
- 9) details of the work assignment for each class, if available;
- 10) the bell schedule for the school;
- 11) a current weekly memo, when available, listing special events planned for the school;
- 12) wherever possible, teachers will be advised of the existence of behaviour safety plans relevant to their assignment;
- 13) keys to assigned rooms, work space and teacher washrooms;
- 14) supervision schedules relevant to their assignment;
- 15) the location of the Emergency Response folder; and
- 16) such other items as may be determined by the Board in consultation with the Union via committee.

- L9.03 (a) A supply occasional teacher will be given the timetable of the teacher being replaced, including the number of classes, on-calls and other duties, except in emergency circumstances at the discretion of the principal.
- (b) Where a morning and an afternoon assignment originating from different teachers being replaced are available at one school on the same day, every reasonable effort shall be made to provide one occasional teacher with both of the assignments.
- (c) No assignment shall be made which will result in an Occasional Teacher working any combination of Long-Term Occasional and/or Extended Occasional assignments which results in a workload of four classes in any day. Should such an assignment arise, the Occasional Teacher will select one of the two assignments and the second assignment will be filled by another applicant to the original posting or it will be re-posted to the system.
- (d) On a parent interview day, an Occasional Teacher may be assigned a compressed timetable for the teacher they are replacing. Where such compressed timetable is assigned, the Occasional teachers' assignment shall be scheduled for a full day with additional duties consistent with their role assigned by the Principal for the remainder of the day.

L9.04 The Board may employ a supply occasional teacher for an assignment other than the replacement of an absent teacher in the situations outlined below. All

assignments will be for a half day (morning or afternoon) or a full day and shall be paid accordingly. In such cases the occasional teacher will be advised in advance of the nature of the assignment. Any refusal by the teacher for such assignment will not count for purposes of Article L15.03.

- (i) Study Hall/On Call coverage assignments shall be limited to a maximum of three (3) full periods or six (6) half periods, with a 40 minute uninterrupted lunch, in a full day assignment. In the case of Study Hall/On Call coverage the understood workload and class size provisions in the TBU contract will apply. No teacher will be called for a half day of study hall/on call coverage at a school where another teacher is called in for the same type of assignment in the other half of that day, without approval of the Superintendent of Education – Human Resource Services or designate with notification to the Union.
- (ii) In the case of EQAO, OSSLT (or equivalent) testing, the occasional teacher will be assigned work that includes a 40 minute uninterrupted lunch and the equivalent of two 20 minute breaks.

L9.05 (a) For the sole purpose of calculating consecutive days of employment for Extended Occasional Teachers and Long Term Occasional Agreement Teachers, employment shall not be regarded as interrupted as a result of unpaid leave of absence for emergency school closure or for absence without pay for recognized religious holidays or for leaves in Articles L12.01, L12.02 and L12.03.

(b) Should the teacher being replaced return for a period of five (5) days or less, and then become unavailable for the same or a related reason, and the same Occasional Teacher resumes the position, the assignment will be deemed to be unbroken.

(c) Should a teacher being replaced return to work on a part-time basis, and the Occasional Teacher is not provided with an opportunity to continue working in the remainder of the assignment, the Principal will provide the Occasional Teacher with written reasons for that decision.

(d) Where a gradual return to work is put in place, the Occasional teacher shall remain on grid pay and continue to accrue experience credit for the days worked for the duration of the Return to Work plan.

L9.06 After an Extended Occasional Teacher has taught thirty (30) consecutive instructional days in one assignment, and upon request via email, the Occasional Teacher shall be given a written verification reflecting the assignment as a Long Term Occasional assignment back-dated to the first day of the assignment.

The written verification shall include the start and end dates of the assignment, and the name of the school, placement on the salary grid, and the grade levels and titles of the courses taught. The Occasional Teacher shall receive the written verification within two (2) weeks of the date of the request.

- L9.07 The Board shall provide each Occasional Teacher working a 1.0 instructional day with a lunch break of forty (40) consecutive minutes free of scheduled supervision.
- L9.08 When an Occasional Teacher is assigned two (2) half day assignments at different schools, the Principal shall not assign that Occasional Teacher to lunch time duties at either school.
- L9.09 Teachers in Extended and Long Term assignments are required to attend scheduled staff meetings at the location to which they are assigned except as provided in L11.00 and L12.00.

#### **Article L10.00 – Grievance and Arbitration Procedure**

- L10.01 The parties agree to resolve all grievances in the manner and by way of the procedure hereinafter set out. The parties recognize that grievances which may arise should be resolved as expeditiously as possible, and, accordingly, have set out mandatory time limits for grievance and arbitration proceedings which must be observed. Failure of the grieving party to proceed within the time stipulated shall be deemed a withdrawal or settlement of the grievance.
- L10.02 Any time limits fixed herein for the taking of any action in connection with a specified written grievance may be extended by written mutual agreement of the Superintendent of Education – Human Resource Services or designate and the President of the Bargaining Unit.
- L10.03 Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement.
- L10.04 Step 1  
An Occasional Teacher or a group of Occasional Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the principal or immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union. This discussion must take place no later than ten (10) consecutive school days following the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher or Teachers. The principal's or immediate supervisor's response must be made no later than two (2) regular school days following the discussion.

A grievance relating to the discharge of an Occasional Teacher may be filed at Step 2 with the agreement of the Union.

L10.05 Step 2

Should the Occasional Teacher or Teachers be dissatisfied with the answer received at Step 1, or should the principal or immediate supervisor fail to submit the answer within the time stipulated, a recognized officer of the bargaining unit may submit a grievance in writing to the Superintendent of Education – Human Resource Services stating the facts upon which the grievance is based and a notation of the paragraphs of the Agreement claimed to have been violated. It shall be submitted no later than ten (10) regular school days following the receipt of the answer by the Teacher at Step 1 and, in any event, no later than twenty-three (23) regular school days following the date on which the facts giving rise to the grievance arose.

The Superintendent of Education – Human Resource Services or designate shall convene a meeting between the Board and the Union no later than ten (10) regular school days following the receipt of the grievance. The Superintendent of Education – Human Resource Services or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than ten (10) regular school days from the date of the meeting.

L10.06 Policy Grievances

The Board or the Union may initiate a policy grievance at Step 2 of the grievance procedure within twenty (20) regular school days of the incident or circumstances giving rise to the grievance. The parties shall meet within ten (10) regular school days of receipt of the grievance and a written reply shall be provided by the party who has received the grievance within ten (10) regular school days of the meeting.

L10.07 Arbitration

Should the grievance be unresolved following receipt of the answer in Step 2, or should such answer not be given within the required time, either the Union or the Board may submit the grievance to arbitration. No grievance may be submitted to arbitration which has not been processed through the grievance procedure as required by this article.

- L10.08 (a) The party desiring to proceed to arbitration shall notify the other party of such intent no later than seven (7) regular school days following receipt of the answer at Step 2, or from the expiry of the time for giving such answer.
- (b) Within seven (7) regular school days of receipt of the notification referring the grievance to arbitration, the Bargaining Unit President (or designate)

and the Superintendent of Education – Human Resource Services (or designate) shall meet to appoint an arbitrator to hear and decide the grievance.

- (c) If the parties are unable to agree upon an arbitrator, either party may ask the Ontario Ministry of Labour to appoint a single arbitrator.

- L10.09 The arbitrator shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- L10.10 No person may act as an arbitrator if that person has been involved in any attempt to negotiate or settle the grievance, unless both parties have consented.
- L10.11 Each of the parties, being the Board and the Union, shall share equally the fees and expenses of the arbitrator.
- L10.12 The decision of the arbitrator shall be final and binding upon the parties to this Agreement, and upon any teacher(s) affected by it.
- L10.13 Every effort shall be made to schedule all meetings in the course of the grievance procedure, other than arbitration hearings, at a mutually acceptable time.
- L10.14 If, prior to the Board's learning of the date scheduled for an arbitration hearing, the Board has assigned to teach on the day scheduled for the arbitration hearing an Occasional Teacher who is required to be absent from work in the handling of a grievance initiated under this Collective Agreement, such an absence shall be considered as time worked. The Union shall reimburse the Board for replacement costs at the per diem rate provided for in Article L6.01.
- L10.15 Notwithstanding the time limits provided in Step 1, Article L10.04, a grievance respecting remuneration must be filed by an Occasional Teacher no later than twenty-five (25) consecutive school days following the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher.
- L10.16 (a) Each grievance referred to arbitration shall be heard by a sole arbitrator, except by agreement between the parties to jointly constitute a Board of Arbitration.  
  
(b) Where the parties agree to jointly constitute a Board of Arbitration rather than a single arbitrator, the referral to arbitration {see L10.08 (a)} shall contain the name of the referring party's nominee to the Board of

Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.

- (c) The two nominees shall within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.
- (d) The provisions of Article 10 related to a single arbitrator shall similarly apply to a Board of Arbitration, except that each party shall be responsible for the fees and expenses of its respective nominee.

### **Article L11.00 – Sick Leave**

L11.01 Long Term Occasional Agreement Teachers and Extended Occasional Teachers shall be entitled to Sick Leave in accordance with C9.00.

L11.02 Where the absence of the Teacher, as outlined in C9.00, exceeds the number of sick leave days allocated to the teacher, their agreement and assignment shall terminate. The Board may elect to reinstate the teacher subject to their ability to complete the assignment and the circumstances concerning the assignment. In such cases the absence of the teacher beyond the period covered by allocated sick leave shall be without pay.

L11.03 An Extended Occasional or Long Term Occasional Agreement Teacher's absence for illness or injury for a period:

- (a) of three (3) consecutive school days or less may require certification by a licensed medical practitioner.
- (b) of over three (3) consecutive school days shall require certification by a licensed medical practitioner.

L11.04 The Superintendent of Education – Human Resource Services may at any time require an Occasional Teacher to submit for an examination by such medical practitioner appointed by the Board at the Board's expense, provided that the Occasional Teacher may choose a medical practitioner to be present at the examination. Upon request, an Occasional Teacher should be given a copy of the certificate submitted in accordance with the above.

L11.05 Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

This Article shall only apply to Extended Occasional and Long Term Occasional Agreement Teachers.



In cases where the absence is due to an accident compensable under the Workplace Safety and Insurance Act, the period of the absence shall be covered by WSIB benefits topped-up to full salary by the Board without deduction from sick leave for a maximum of four years and six months.

If, as a result of an accident, an employee received benefits under the Workplace Safety and Insurance Act, 1997 in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.

## **Article L12.00 – Miscellaneous Leaves**

This Article shall only apply to Extended Occasional and Long Term Occasional Agreement Teachers.

### **L12.01 Bereavement Leave**

Bereavement Leave shall be granted to Extended Occasional and Long Term Occasional Agreement Teachers without loss of salary for up to five (5) days at the time of the death of a member of the teacher's immediate family in order for the teacher to make arrangements for and to attend the funeral. "Immediate family" shall include only the following: a parent, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild and including any person who stood in loco parentis to the teacher or a person to whom the teacher stood in loco parentis. These five days will normally be taken consecutively, except in the case of subsequent memorial services.

### **L12.02 Court Appearances**

An Extended Occasional or Long Term Occasional Agreement Teacher who is absent by reason of a summons to serve as a juror or a Crown witness in any court to which the Teacher has been summoned in any proceedings to which the Teacher is not a party or one of the persons charged shall be paid the applicable earnings under L6.02 or L6.03 during the period of such absence but not beyond the end of the assignment, provided that the Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

### **L12.03 Quarantine**

Absence, with pay will be allowed, not beyond the end of the assignment, where it is occasioned through quarantine by a Medical Officer of Health, although the teacher is not ill.

L12.04 A Long Term Occasional Agreement or Extended Occasional Teacher who applies in writing to the Superintendent of Education – Human Resource Services or designate at least two (2) weeks in advance of the applicable date, may be absent without pay for the purpose of attending their graduation from a recognized post-secondary educational institution. Such absence will not be considered a break in service and shall not exceed one (1) day in a school year.

L12.05 Leave Without Pay

An Occasional Teacher who has been employed by the Board for at least one school year and has successfully completed the probationary period may request a leave of absence without pay for a period up to six months.

Requests for leaves must be made in writing to the Superintendent of Education – Human Resource Services or designate and must include the start date and duration of the proposed leave as well as the reason for its request. If requested, an extension to any such leave approved pursuant to this section may be granted in exceptional circumstances by the Superintendent of Education – Human Resource Services or designate but may not extend beyond one school year.

An Occasional Teacher shall not be granted a long term leave of absence in two consecutive school years, unless otherwise authorized by the Superintendent of Education – Human Resource Services or designate.

An Occasional Teacher shall be returned to active status on the supply list on completion of the leave, provided they remain in good standing with the Ontario College of Teachers and meet the Board's requirements to provide an Offence Declaration or satisfactory Criminal Background Check.

L12.06 An Occasional Teacher who is pregnant or who adopts a child may request in writing, a leave of absence without pay for pregnancy and/or parental leave in accordance with the Employment Standards Act.. One (1) further year of leave may be granted if requested in writing, as long as the Occasional Teacher produces proof of good standing with the Ontario College of Teachers prior to returning to active status on the Occasional Teacher List.

Pregnancy Leave Benefits

- (a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference

between the gross amount the teacher receives from E.I. and her regular gross pay.

- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- (d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- (e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- (f) Teachers not eligible for employment insurance 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.
- (g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- (i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- (j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- (l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

- (m) Effective January 1, 2021 and in accordance with the Ministry of Education's B-Memo 2018:B05, the parties agree as follows:

Where an employee who is eligible for the Pregnancy SEB Plan, identified under Part A and Article L12.05, the Board will issue the following top-up payments subject to receiving the appropriate supporting documentation:

Week 1	100% top up for the one week waiting period. Where a waiting period is not served, the Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
Week 2-8	The Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
Week 9-10	After the 8 weeks of top-up, the board will pay the equivalent of one (1) week of the member's EI amount split up over the following two weeks to ensure that the member does not earn over 100% of their regular gross pay in any given week.

L12.07 The Board agrees to grant leave of absence to any Occasional Teacher provided that they:

- (a) are requested by O.S.S.T.F. Provincial Office to carry out Federation business; or
- (b) hold elected office with the Provincial O.S.S.T.F.; or
- (c) hold Municipal, Provincial or Federal Office, for up to one term.

Such a leave shall be without pay.

**Article L13.00 – Professional Activity/Development Days**

L13.01 An Extended Occasional or Long Term Occasional Agreement Teacher who is scheduled to work when there is a Professional Activity/Development Day will be paid for the day and will be required to participate in the scheduled professional activities.

L13.02 (a) An Occasional Teacher who does not qualify under L13.01 may attend, without pay, scheduled in-school Professional Activity/Development Days subject to the approval of the appropriate principal.

- (b) Subject to available space and approval of the Superintendent of Education – Human Resource Services or designate, an Occasional Teacher who does not qualify under L13.01 may attend, without pay, system Professional Activities. Requests will not be unreasonably denied.

L13.03 A Long Term Occasional Agreement or Extended Occasional Teacher whose assignment covers the days at the end of the school year immediately prior to the Professional Activity Day(s) shall have the Professional Activity Day(s) included in their assignment, and shall be required to participate in all professional duties and activities. The Professional Activity Day(s) shall not apply toward the calculation for grid placement pursuant to Articles L4.00 and L6.02.

#### **Article L14.00 – Call-Out Errors**

L14.01 The parties agree to meet regularly, at least once per year, to review the design and operation of the automated dispatch system.

L14.02 An Occasional Teacher will establish in conjunction with the Board a profile identifying the day(s), or portion thereof; school(s) or geographic area(s); and subject area(s)/qualification(s); for which they will be available to work.

L14.03 The Board shall endeavour to match the qualifications of the Occasional Teacher with the qualifications pertaining to the timetable of the absent teacher.

L14.04 A Supply Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be given employment for one-half day and be paid for a half day's pay for such employment.

L14.05 A Supply Occasional Teacher who reports for a full day assignment as a result of a call-out error on the part of the Board shall be given employment for a full day and be paid for a full day's pay for such employment.

#### **Article L15.00 – Occasional Teacher List**

L15.01 An Occasional Teacher shall notify the Superintendent of Education – Human Resource Services or designate, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

L15.02 (a) On or about September 30, the Board will provide the President of the Bargaining Unit with the following information regarding all Occasional Teachers on the Board's Occasional Teacher List: names, addresses, telephone numbers. This information will be forwarded to the President of the Bargaining Unit on or about January 31st and April 15th. (Subject to Freedom of Information or other legislative limitations.)

- (b) The number of occasional teaching days worked in that pay period, and the cumulative total for that school year, will be reported to individual Occasional Teachers on each pay stub. A record of the number of days worked and salary earned for each Occasional Teacher will be reported monthly to the President of the Bargaining Unit.
- (c) The Superintendent of Education – Human Resource Services or designate shall provide the President of the Bargaining Unit with a list of the names of all of the occasional teachers added to or deleted from the September 30th Occasional Teacher List on or about January 31st and April 15th.

L15.03 Teachers who wish to continue to teach on an occasional basis from one school year to the next must notify the Board by June 30 on a renewal form provided by the Board affirming their intent to be available for an occasional teaching assignment.

L15.04 The Board agrees to review the composition of the Occasional Teacher List to ensure that this list contains only names of Teachers seeking assignments. The name of each Occasional Teacher who does not return the form referred to in L15.04 or who has not taught a minimum of five (5) days in the previous school year will be removed from the Occasional Teacher List.

L15.05 To be eligible for inclusion on the Secondary Occasional Teacher List, an Occasional Teacher shall hold and maintain a valid and current Certificate of Qualification and membership in the College of Teachers of Ontario as a condition of continued employment. This shall not preclude the employment of persons who do not hold the required certification and qualifications in circumstances permitted under the Education Act. These individuals will be listed separately from certified occasional teachers on the Secondary Occasional Teacher List. The Board will provide the list of uncertified teachers to the Union as updates occur.

L15.06 Notwithstanding paragraph L9.01 and the right of school administration to request a specific certified supply occasional teacher for an assignment, supply occasional work will be offered equitably by rotation through the Occasional Teacher List.

L15.07 Uncertified persons may only be booked through central dispatch when certified occasional teachers are not available for a particular assignment. Approval to use an uncertified person must be received from the Superintendent of Education – Human Resource Services or designate.

## **Article L16.00 – Evaluation**

- L16.01 An Occasional Teacher will receive a copy of any written documentation about their performance and will have the opportunity to sign as having read it and is entitled to make comments, if they desire. Such documentation and comments will be retained as part of the Occasional Teacher's file. The Principal shall make reasonable attempts to provide the documentation to the teacher within twenty (20) regular school days.
- L16.02 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.
- L16.03 (a) An employee in the bargaining unit, or federation designate upon provision of written authorization to the Board by the Occasional Teacher, shall have access to their personnel records at reasonable times and during regular Board hours by appointment and with a minimum of 24 hours advance notice to the Superintendent of Education – Human Resource Services or designate, and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if the employee can demonstrate to the Board's satisfaction that the records are inaccurate.
- (b) With written notice to the Superintendent of Education – Human Resource Services, a member may authorize, the President of the Bargaining Unit or District to act on their behalf to access the member's personnel file. The Board shall provide such access, as well as copies of materials therein authorized and requested.

## **Article L17.00 – General Provisions**

- L17.01 Each Occasional Teacher covered by the Collective Agreement shall have access to the Agreement via the Board's Staff Portal.

## **Article L18.00 – Health and Safety**

- L18.01 Return to Work/Accommodation

The Board, the Federation, and the member shall develop cooperatively a modified return to work and/or accommodation program. The Member will have Union representation at any meeting where a return to work /accommodation program is being discussed.

Dated at Whitby, Ontario this 27<sup>th</sup> day of January, 2021.

For the Board:

For the Federation:

Sheepwash

Pril Burns

GL

mara zalcmanis

Roppins

~~Stam Slagg~~

Arlene Walkes

MacDonald

Moranford Eade



### **Letter of Intent #1**

This is to confirm that it is the intent of the parties to establish a committee to review the information package provided in Article L9.02 and to have discussions with regards to the inclusion of additional items such as the following:

- Additional copies of class lists
- Copies of the absent teachers' timetable
- Keys to assigned rooms and teacher washrooms
- Instructions on how to contact the office
- School policies, rules and practices

### **Letter of Intent #2**

The parties agree to establish a committee to review the availability of Occasional Teachers, composition of Occasional Teacher Roster and reasonable access to work. The work of this committee will be considered in the next round of negotiations or implemented through a mid-term agreement.

### **Letter of Understanding #1**

Where available Occasional Teachers assignments are not filled via rotational call-out attempts in a timely manner, on the day that such assignments are scheduled to occur, the Board may activate features of Smart Find Express which would allow Occasional Teachers the ability to select and fill those assignments.

The parties agree that the application of this Letter of Understanding is conditional on the Board using Smart Find Express as its dispatcher software.

### **Letter of Understanding #2**

On a parent interview day, an Occasional Teacher may be assigned a compressed timetable for the teacher they are replacing. Where such compressed timetable is assigned, the Occasional Teacher's assignment shall be scheduled for a full day with additional duties assigned by the Principal for the remainder of the day. Any refusal by the teacher of such assignment will not be considered for purposes of Article L15.03.

### **Letter of Understanding #3**

#### **Re: the Roster of Occasional Teachers and Automated Dispatch System**

During the term of the 2014-2017 Collective Agreement, the Parties agree to establish a bilateral Committee composed of an equal number of members of the Occasional Teachers' Bargaining Unit and/or District Representatives and the Board to examine issues and make recommendations related to the operation of the Roster of Occasional Teacher and the Automated Dispatch System. The Committee shall have the ability to generate joint recommendations regarding such issues. Joint recommendations may be implemented by the adoption of a practice or new Board procedure and/or via mutually agreed-to amendments to the Collective Agreement. Any such joint recommendation may take place during the currency of the aforementioned Collective Agreement. The parties shall make best efforts to complete the work of the Committee by June 30, 2016.

The Board shall provide to the committee the data listed below:

- Name
- Assignment Accepted
- Declined
- Hangup
- Answering Machine
- Busy
- No Answer
- Ringback
- Intercept
- Web Accept
- Assigned
- Pre-arranged (Principal request)
- By substitute (Cancellation instigated by the Occasional Teacher)
- Other
- Last called
- Last worked

Should the Federation request further data, the Board will determine if the request can be reasonably met. If the Board determines that the data requested will be too costly to capture and report, the parties can agree to share costs; the request can be withdrawn; or, the work of the committee may cease.

The Committee shall consider, among other things, the extent of the data to be provided by the Board to the Federation on an ongoing basis following the completion of the Committee's work.

Once the Committee has completed its work, future discussions regarding such issues shall normally occur at JERC, unless the parties agree otherwise.