

COLLECTIVE AGREEMENT

between

THE DURHAM DISTRICT SCHOOL BOARD

and

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

representing

THE SECONDARY OCCASIONAL TEACHERS



SEPTEMBER 1, 2014 – AUGUST 31, 2017

PART A

CENTRAL TERMS

TABLE OF CONTENTS – PART A – CENTRAL TERMS

C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	2
C2.00	LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL	2
C3.00	DEFINITIONS	3
C4.00	CENTRAL LABOUR RELATIONS COMMITTEE	3
C5.00	CENTRAL GRIEVANCE PROCESS.....	4
C6.00	VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION.....	6
C7.00	BENEFITS.....	7
C8.00	STATUTORY LEAVES OF ABSENCE/SEB	8
C9.00	SICK LEAVE.....	10
C10.00	PROVINCIAL SCHOOLS AUTHORITY/PSAT	13
C11.00	MINISTRY/SCHOOL BOARD INITIATIVES.....	13
C12.00	OCCASIONAL TEACHERS AND PA DAYS	14
	APPENDIX A – RETIREMENT GRATUITIES	15
	APPENDIX B – ABILITIES FORM.....	16
	LETTER OF AGREEMENT #1 – SICK LEAVE	18
	LETTER OF AGREEMENT #2 – REG 274 HIRING PRACTICES	19
	LETTER OF AGREEMENT #3 – CLASS SIZE.....	20
	LETTER OF AGREEMENT #4 - BENEFITS	21
	LETTER OF AGREEMENT #5 – STATUS QUO CENTRAL ITEMS.....	30
	LETTER OF AGREEMENT #6 – STATUS QUO CENTRAL ITEMS AS MODIFIED BY THIS AGREEMENT ..	31

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 Single Collective Agreement

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

C2.2 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, 2014 to August 31, 2017, inclusive.

C2.3 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.

C2.4 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.

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) 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.
- c) The Committee shall complete its review within 10 days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e) 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 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.

- b) The teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 58 less the teacher's age as at June 30, 2016.
- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

C7.00 BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C7.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.

C7.2 Cost Sharing

- a) The total funding in C7.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C7.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C7.4 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.
- c) Status quo to be determined.

C7.5 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.

C7.6 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care 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.

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 STLDLP 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 STLDLP, 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 STLDLP days from the previous school year's allocation. In the event the Teacher exhausts their STLDLP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDLP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- 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 STLDLP 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 STLDLP.
- 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 STLDLP.
- v. When Teachers use any part of an STLDLP 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 or STLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of 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 STLDL will be made on a case-by-case basis and not based solely on a denial of LTD.
- 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 to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.
- 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.

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

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

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.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional	
Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> 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)											
Walking: <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>):	Standing: <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>):	Sitting: <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>):	Lifting from floor to waist: <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>):								
Lifting from Waist to Shoulder: <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>):	Stair Climbing: <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"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</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>		Left Hand	Right Hand	<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>):
Left Hand	Right Hand										
<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"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <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: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
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: dd mm yyyy	
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: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1 – SICK LEAVE

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, 2014.

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.

This Letter of Understanding will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

LETTER OF AGREEMENT #2 – REG 274 HIRING PRACTICES

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: Regulation 274 - Hiring Practices

The parties and the Crown agree that hiring for Long Term Occasional and permanent positions as set out in Regulation 274 under the Ontario Education Act is governed solely by and contained exclusively in that regulation and is outside the purview of this collective bargaining process.

The parties and the Crown agree to meet to discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.

LETTER OF AGREEMENT #3 – CLASS SIZE

BETWEEN

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

AND

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

Re: Class Size

The parties agree that the issue of class size has been addressed at the Central Table and that the practices and collective agreement provisions currently in effect in local boards shall remain status quo. Such practices and collective agreement provisions shall not be subject to local bargaining or mid-term amendments between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*. However in extenuating circumstances exceptions may be made on a case by case basis with the mutual consent of the local parties to support student programming. The parties further agree that the central parties shall permit these discussions to occur.

LETTER OF AGREEMENT #4 - BENEFITS

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 31st and March 31st 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 31st 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 31st and March 31st 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.

LETTER OF AGREEMENT #5 – STATUS QUO CENTRAL ITEMS

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 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. 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. E-Learning
2. Dual Credits
3. Equivalent Learning
4. Additional Professional Assignments / Supervision
5. Staff Meetings
6. Occasional Teacher Workload Provisions
7. Local Committee Structure for Statutory Committees
8. Contracting Out
9. Guarantees Re: Job Security
10. Guaranteed Generation
11. Access to Employment / Increase to FTE Entitlement
12. Principals/Vice Principals Return to the Bargaining Unit and Acting/Temporary Principals/Vice Principals
13. Qualification-based allowances
14. VLAP

LETTER OF AGREEMENT #6 – STATUS QUO CENTRAL ITEMS AS MODIFIED BY THIS AGREEMENT

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

TABLE OF CONTENTS – PART B – LOCAL TERMS

PART B.....	0
ARTICLE L1.00 – PURPOSE	2
ARTICLE L2.00 – TERM OF AGREEMENT.....	2
ARTICLE L3.00 – RECOGNITION	2
ARTICLE L4.00 – DEFINITIONS AND REPRESENTATION	3
ARTICLE L5.00 – DISCIPLINE AND DISMISSAL	5
ARTICLE L6.00 – SALARIES	6
ARTICLE L7.00 – UNION DUES AND LEVIES	10
ARTICLE L8.00 – BENEFITS	11
ARTICLE L9.00 – WORKING CONDITIONS.....	13
ARTICLE L10.00 – GRIEVANCE AND ARBITRATION PROCEDURE	15
ARTICLE L11.00 – SICK LEAVE	18
ARTICLE L12.00 – MISCELLANEOUS LEAVES	19
ARTICLE L13.00 – PROFESSIONAL ACTIVITY / DEVELOPMENT DAYS.....	22
ARTICLE L14.00 – CALL-OUT ERRORS.....	23
ARTICLE L15.00 – OCCASIONAL TEACHER LIST	23
ARTICLE L16.00 – EVALUATION	24
ARTICLE L17.00 – GENERAL PROVISIONS	25

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/Employee Relations 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 his/her rights to have a Union representative at the meeting. The Superintendent of Education/Employee Relations 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 twelve (12) or more consecutive instructional days as a replacement for one teacher employed on a permanent or probationary basis.
- (d) *"Long Term Occasional Agreement Teacher"* shall mean a teacher whose employment as an Occasional Teacher in one (1) position is known in advance to exceed forty (40) instructional days and who has been granted an Agreement reflecting the contractual arrangement.
- (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 Union Business

- (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 ten (10) 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).

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/Employee Relations, and up to three (3) members of the Bargaining Unit appointed by the Union, one of whom shall be named as co-chairperson by the Union. One (1) of the members appointed by the Union 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 Union Local may appoint or otherwise select a negotiating committee. 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. Where possible, a teacher who is to be disciplined in writing shall be notified in advance that he or she is to meet with a Board representative for the purpose of imposing discipline. At that time, the teacher shall be notified of the date, time and purpose of the meeting and advised of his or her right to have Union representation. If the teacher declines Union representation at the discipline 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 twenty (20) regular school days 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 Manager of Employee Relations/Hiring 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 Employee Relations, 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, 2014 \$214.35/day

Effective September 1, 2015 (1%) \$216.49/day

Effective 98th day of 2016/2017 school year (0.5%) \$217.57/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 twelfth (12th) 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 September 1, 2014

Years	Group 1	Group 2	Group 3	Group 4
0	45744	47339	50988	53486
1	48463	50323	54393	57232
2	51162	53315	57816	60970
3	53880	56302	61239	64712
4	56578	59299	64653	68447
5	59299	62274	68063	72169
6	61998	65275	71481	75910
7	64712	68253	74904	79654
8	67411	71240	78328	83385
9	70122	74231	81729	87109
10	72818	77211	85153	90851
11	75819	80480	88480	94638

Effective September 1, 2015 (1%)

Years	Group 1	Group 2	Group 3	Group 4
0	46201	47812	51498	54021
1	48948	50826	54937	57804
2	51674	53848	58394	61580
3	54419	56865	61851	65359
4	57144	59892	65300	69131
5	59892	62897	68744	72891
6	62618	65928	72196	76669
7	65359	68936	75653	80451
8	68085	71952	79111	84219
9	70823	74973	82546	87980
10	73546	77983	86005	91760
11	76577	81285	89365	95584

Effective 98th day of 2016-17 School Year (0.5%)

Years	Group 1	Group 2	Group 3	Group 4
0	46432	48051	51755	54291
1	49193	51080	55212	58093
2	51932	54117	58686	61888
3	54691	57149	62160	65686
4	57430	60191	65627	69477
5	60191	63211	69088	73255
6	62931	66258	72557	77052
7	65686	69281	76031	80853
8	68425	72312	79507	84640
9	71177	75348	82959	88420
10	73914	78373	86435	92219
11	76960	81691	89812	96062

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 his or her 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 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.

L6.08 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/Employee Relations 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/Employee Relations after the last teaching day in December of the previous year, but before May 31 of that year.

L6.09 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.

L6.10 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 he or she had worked his or her 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.

L6.11 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.

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 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 the conditions set out below, be eligible to enroll and participate in the Employee Benefit Plans as outlined below:

- (a) Group Life Insurance and Accidental Death and Dismemberment [COMPULSORY]

\$50,000 coverage.

- (b) Medical/Dental [OPTIONAL]

(\$10.00 single / \$20.00 family deductible)

Benefit Plan Includes:

Prescribed drugs under the major medical;

- Dispensing fee cap of \$8/prescription;
- 2012 ODA;
- Major Services and Prosthodontics, (50% co-insurance, \$1,800 maximum combined per calendar year);
- Basic Dental \$1600 maximum per calendar year, with six (6) month recall
- Orthodontics, (50% co-insurance \$1,600 maximum/calendar year; \$4,500/lifetime);
- Vision Care to provide up to \$450 in any consecutive 24 month period for prescription glasses/ contact lenses/laser eye surgery/eye examinations.
- Hearing Aids and accessories up to \$4000 every 48 consecutive months.

- Surgical hose as medically prescribed
- Each paraprofessional to a maximum \$400 per calendar year, as listed below:
 1. Speech Therapist
 2. Chiropractor
 3. Osteopath
 4. Chiropodist
 5. Podiatrist
 6. Naturopath
 7. Physiotherapist
 8. Masseur

Note: Out-Of-Country Medical Insurance will not be included in the Medical/Dental Plan.

Notwithstanding the above, details of coverage shall be in accordance with the terms of the policy with Manulife or an equivalent policy with an alternative company. For eligible expense coverage, the Group Insurance Plan booklet or the Master Policy should be consulted.

L8.02 Application and Eligibility

- (a) Each eligible Occasional Teacher shall, not later than June 30 each year, complete and return the benefits election form provided by the Board. Where a teacher fails to meet the June 30 deadline, he or she shall be deemed to have waived any entitlement to benefits pursuant to Article L8.00 unless or until the Occasional Teacher again becomes eligible pursuant to L8.01 above.
- (b) An eligible Occasional Teacher who elects to participate in the Employee Benefit Plans shall be a participant in the plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:
 - (i) remains on the Board's list of Occasional Teachers; and
 - (ii) remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board.
- (c) An Occasional Teacher currently enrolled in the benefit plans may continue participation in the plans from the next September 1 to the following August 31 providing that the Occasional Teacher:
 - (i) works at least ninety (90) full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
 - (ii) fulfils the conditions set out under L8.02 (b).

(d) Notwithstanding paragraph (c) above, an Occasional Teacher currently enrolled in the benefit plans may continue participation in the plans from the next September 1 to the following August 31 providing that the Occasional Teacher:

- (i) works in excess of forty-five (45) full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
- (ii) fulfils the conditions set out under L8.02 (b).

L8.03 Premiums

(a) Monthly premium costs for each plan in which the eligible Occasional Teacher participates shall be funded as follows:

- (i) Where eligibility to participate is based upon at least ninety (90) full-time equivalent school days from the previous school year, the Board and the eligible Occasional Teacher shall each pay 50% of the premium costs.
- (ii) Where eligibility to participate is based upon full-time equivalent school days in excess of forty-five (45) from the previous school year, the eligible Occasional Teacher shall pay 100% of the premium costs.

(b) The eligible and participant Occasional Teacher's share of the premium cost shall be paid in advance by electronic debit from the Occasional Teacher's personal bank account according to the procedures determined by the Board. It is the responsibility of the Occasional Teacher to provide the Board with the necessary and up-to-date information, and to ensure that sufficient funds are available in the account to cover the premium cost. In the event there are not sufficient funds in the account at the time to cover the premium costs, the Occasional Teacher's participation in the benefit plans shall terminate immediately, and she or he shall not be re-enrolled unless or until the Occasional Teacher again becomes eligible pursuant to L8.01 above.

(c) The parties recognize the insurance carrier's right to review the experience of the plans for the Occasional Teachers and determine the premiums accordingly.

L8.04 If the Occasional Teacher fails to comply with any of the conditions of Article L8.00, the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enroll except as permitted by the plan(s) and then not until the Occasional Teacher again becomes eligible under Article L8.00.

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 he/she is 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;
- 2) a map of the school;
- 3) a summary outlining the expectations regarding the school discipline code and other pertinent policies;
- 4) a list of Positions of Responsibility within the school;
- 5) details of work assignment for each class, if available;
- 6) the bell schedule for the school;
- 7) a current weekly memo, when available, listing special events planned for the school;
- 8) teachers will be advised of the existence of behaviour safety plans relevant to their assignment;
- 9) 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.

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 Manager of Employee Relations/Hiring or Board level designate with notification to the Union.

- (ii) In the case of EQAO (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.
- L9.06
- After an Extended Occasional Teacher has taught forty (40) 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 contractual arrangement 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.

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/Employee Relations 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, the Occasional Teacher or, if the grievance involves the same facts or circumstances, the group of Occasional Teachers, may submit the grievance in writing to the Superintendent of Education/Employee Relations 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/Employee Relations or designate shall convene a meeting no later than ten (10) regular school days following the receipt of the grievance. The meeting shall be attended by the Superintendent of Education/Employee Relations or designate, and any other administrative staff representative the Superintendent of Education/Employee Relations may choose, together with representatives of the Union. The grievor may attend at the request of either party. The Superintendent of Education/Employee Relations or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than five (5) 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/Employee Relations (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/Employee Relations 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 Quarantine and 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. 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.

L12.03 A Long Term Occasional Agreement or Extended Occasional Teacher who applies in writing to the Manager of Employee Relations/Hiring at least two (2) weeks in advance of the applicable date, may be absent without pay for the purpose of attending his or her 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.

L12.04 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 Manager, Employee Relations/Hiring 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 Manager, Employee Relations/Hiring 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/Employee Relations or Board level designate.

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

L12.05 An Occasional Teacher who has completed the probationary period and who is pregnant or who adopts a child may request in writing, a leave of absence without pay (apart from any eligible maternity benefits) for a period of up to one (1) school year. 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.

L12.06 The Board agrees to grant leave of absence to any Occasional Teacher provided that he or she:

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

Such a leave shall be without pay and without loss of seniority accrued. In the circumstances of a) or b), seniority will continue to accrue as it pertains to the length of the leave.

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 Employee Relations 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 his or her 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 Manager of Employee Relations/Hiring, 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, and preferences with respect to subjects, grade levels, geographic locations, schools, and work availability where such preferences are stated. This information will be forwarded to the President of the Bargaining Unit on a monthly basis. (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 Manager of Employee Relations/Hiring 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 the following dates: November 30; January 31; March 31; May 31.

- L15.03 Where an Occasional Teacher who has completed the probationary period is contacted on three (3) separate occasions within the school year, and on each occasion the Teacher has refused the assignment, the Occasional Teacher's name will be removed from the Occasional Teacher List. The Occasional Teacher's name will not be removed from the list where the refusal is due to being otherwise employed by the Board. Where the Board has called the Occasional Teacher on five (5) separate occasions within the school year and received no answer, the Occasional Teacher's name may be removed from the Occasional Teacher List unless the Teacher has been granted a leave without pay. Notification in writing of a teacher's removal from the Occasional Teachers' list will be mailed to the teacher's last known address, and the District President will be notified.
- L15.04 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 form provided by the Board affirming their intent to be available for an occasional teaching assignment.
- L15.05 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 one day in the previous school year will be removed from the Occasional Teacher List.
- L15.06 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 qualifications in circumstances permitted under the Education Act, who will be listed separately from occasional teachers on the Secondary Occasional Teacher List. The Board will provide this list to the Union on a quarterly basis.
- L15.07 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 assigned equitably by rotation through the Occasional Teacher List.
- L15.08 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 Manager of Employee Relations/Hiring or designate.

ARTICLE L16.00 – EVALUATION

- L16.01 An Occasional Teacher will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it and is entitled to make comments, if he/she desires. 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 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 Manager of Employee Relations/Hiring, or designate in his or her absence, 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.

ARTICLE L17.00 – GENERAL PROVISIONS

- L17.01 Each Occasional Teacher covered by the Agreement shall be provided with a copy of the Agreement. The Board shall provide O.S.S.T.F., District 13 with an updated mailing list and mailing labels, and O.S.S.T. F., District 13 shall be responsible for the mailing process. Subsequent to this, each Occasional Teacher added to the list shall receive a copy of the Agreement in the hiring package.

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 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 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 #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.

DATED AT WHITBY THIS _____ DAY OF _____ 2016.

THE DURHAM DISTRICT SCHOOL BOARD

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

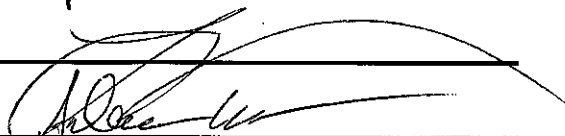
DATED AT WHITBY THIS 13 DAY OF May 2016.

THE DURHAM DISTRICT SCHOOL BOARD

ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION, DISTRICT 13

Janet Edwards.

April Burns


B. B.

