

Collective Agreement

Between



The Upper Canada District School Board
(herein called “Employer” or “Board”)

And



The Ontario Secondary School Teachers’ Federation
representing
All Occasional Teachers employed in the Secondary Panel of the Board
(herein called “The Union”)

September 1, 2019
to
August 31, 2022

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PART A – CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

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

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.

- ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
 - f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
 - g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

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

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

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

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

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

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick

credits were already used by the employee.

- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

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

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

C7.12

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

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

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

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

d) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.

- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

e) 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.

f) Administration

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

- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORMS

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

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: <i>(Please print)</i>	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:

Patient is capable of returning to work with no restrictions.

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

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

First Day of Absence: _____

General Nature of Illness (*please do not include diagnosis*): _____

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 border="0"> <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>):										

<input type="checkbox"/> Bending/twisting repetitive movement of <i>(please specify):</i>	<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
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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

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

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

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties.

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

1. Certification Group/Category Rating Statement Provider

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

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

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:
 - For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.
- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group – Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Combined Teachers Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

HISTORICAL LETTER OF AGREEMENT

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.1 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.2 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.

- 3.1.3 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.4 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.
- 3.1.5 No individuals who retire after the Board participation date are eligible.
- 3.1.6 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.1.7 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.
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 the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the 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.

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 I). 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:”

PART B - LOCAL TERMS

ARTICLE 1 – PURPOSE

- 1.01 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.
- 1.02 It is the purpose and intent of the Parties to this agreement to maintain harmonious relationships among the Employer, the Union, its committees and each Occasional Teacher member of the Union, and to co-operate to the fullest extent in an endeavor to provide the best possible educational services.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer being the Upper Canada District School Board, hereinafter referred to as “the Employer” recognizes the Ontario Secondary School Teachers’ Federation, hereinafter referred to as “the Union” as the bargaining agent for all Occasional Teachers employed by the Employer in its secondary panel.
- 2.02 The Union will inform the Employer from time to time of who is authorized to act on behalf of the Union.
- 2.03 The Parties mutually recognize the right of each to receive such assistance by counsel or agent in all matters pertaining to the negotiation and administration of this agreement as each deems necessary.
- 2.04 The Employer and the Union agree to recognize District 26, Ontario Secondary School Teachers’ Federation, hereinafter referred to as the “District”, for the purpose of administration of this Collective Agreement.

ARTICLE 3 – DEFINITIONS

- 3.01 “Occasional Teacher” shall mean an “Occasional Teacher” as defined in the Education Act.
- 3.02 Unless otherwise specified, “days” shall mean instructional days.

- 3.03 “Occasional Teacher Roster” shall mean a listing of all teachers qualified to teach in Ontario who have been accepted by the Employer to teach as Occasional Teachers on a casual basis in the secondary panel.
- 3.04 “Long Term Occasional Teacher” shall mean an Occasional Teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same teacher.
- 3.05 “Casual Occasional Teacher” shall mean an Occasional Teacher who is not a Long Term Occasional Teacher.
- 3.06 “Contract Teaching” shall mean a teacher who is working for the Employer under the OSSTF Teacher Bargaining Unit Collective Agreement.

ARTICLE 4 – TERM OF AGREEMENT

- 4.01 Amendments (deletions, additions or substitutions) to the clauses defined herein shall be made during the term of this Agreement only by mutual consent in writing of the parties. The parties agree to meet within twenty (20) days of receipt of notification from either party to discuss any proposed amendment(s).
- 4.02 There shall be no strike or lockout during the term of this agreement or its continuation in accordance with the Labour Relations Act.
- 4.03 The Employer agrees that there will be no interference, restraint, coercion or discrimination practiced against employees on the ground of union membership or lawful union activity.
- 4.04 No Occasional Teacher shall be requested or required to perform the duties of any employee of the Employer who is engaged in a lawful strike.

ARTICLE 5 – UNION MEMBERSHIP AND DUES

- 5.01 On each pay date on which an Occasional Teacher receives a pay, the Employer shall deduct any dues or assessments levied by the Union in accordance with its constitution and/or by-laws.
- 5.02 Any amounts deducted in accordance with Article 5.01 above shall be remitted to the Treasurer of the Union or the Bargaining Unit as the case may be, by the fifteenth (15th) day of the month following the date of the deduction.

- 5.03 The payment shall be accompanied by a dues submission list showing the names, wages earned, dues and assessments deducted, and the number of secondary occasional teaching days worked for each Occasional Teacher from whose wages the deductions have been made. The Employer shall provide this information in electronic form.
- 5.04 The Union shall indemnify and save the Employer harmless from any and all claims, demands, actions, liability, loss, damages, cost and expenses which the Employer may hereafter incur, suffer or be required to pay as a result of having made such deductions.
- 5.05 At the request of the Union, once annually, the Employer shall make the appropriate payroll deductions from an Occasional Teacher's pay for the purpose of a local Union levy. The Union shall indemnify and save the Employer harmless from any and all claims, cost and expenses which the Employer hereafter incur, suffer or be required to pay as a result of having made such deductions.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The Union recognizes that it is the exclusive right of the Employer to exercise the regular and customary functions of management and to direct the affairs of the Employer in all aspects subject only to the specific limitations of this Collective Agreement. This shall not preclude representations and consultations between the parties concerning matters not contained in this Collective Agreement.
- 6.01.01 The parties agree that teachers, supervisors and Employers have rights and obligations with respect to protecting the health and safety of workers, under the Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.
- 6.02
- a) An Occasional Teacher-Board Relations Committee shall be composed of three (3) members representing the Employer and three (3) members representing the Union. The Committee may call on such resource person(s) as it deems appropriate.
- b) The initial meeting shall be held within thirty (30) days of the signing of the Collective Agreement, with subsequent meetings held at the request of either party. Meetings shall occur within two weeks of the request unless both parties agree to a later date. A minimum of two (2) meetings per year (inclusive of the initial meeting) shall be scheduled. The dates of the meetings shall be established by September 30 of the school year or as agreed upon. Proposed agendas will be set no later than two (2) weeks prior to the meeting. The data requested in 6.02d shall be provided one (1) week in advance of the meeting.

c) The Committee shall discuss issues of concern to either the Employer or the Union 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) Electronic absence reporting and replacement information system

The parties agree that this matter will be a standing item on the OTBRC agenda and the Board will provide a report of the following data for review one week prior to the scheduled meeting date to the President of the Union:

- list by worksite of teachers who have identified that worksite;
- the number of Casual Occasional jobs Individual Voice Recognition (IVR) assigned versus those pre-assigned;
- a list of Occasional Teachers who have worked at each worksite and the number of days;
- the number of jobs not filled after using the electronic absence reporting and replacement information system.

6.03 Each employee who is covered by this agreement agrees to permit the Employer to provide to the Union or to an authorized union representative any and all personal information concerning any such employee which may be reasonably required to assist in or advance the purposes of collective bargaining and the effective administration of this agreement. With regard to any information so released or provided, the Union and its members collectively and individually shall save the Employer harmless from any and all claims, actions or proceedings whatsoever.

6.04 The Employer agrees that its rights and responsibilities shall be exercised in a manner that is consistent with this Collective Agreement.

6.05 The Employer agrees not to penalize or discriminate against any Occasional Teacher for participating in the lawful activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.

6.06 There shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced against an employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability, or because of participation in the lawful activities of, or membership in the Union.

6.07 No Occasional Teacher shall be demoted, discharged, dismissed or disciplined without just and sufficient cause. Such cause shall be provided to the Occasional Teacher in writing. It is recognized that a lesser standard applies to the termination of an Occasional Teacher who has not completed twenty (20) or more full-time equivalent teaching days in a school year.

- 6.08 Where practicable, prior to the imposition of any action listed in Article 6.07 above, there shall be a meeting held between the Occasional Teacher and an Employer representative to discuss the matter. The Occasional Teacher shall have the right to have a representative of the Union present.
- 6.09 A Long Term Occasional Teacher shall be given five (5) days' notice of the termination of the assignment in the event that the assignment is to be terminated prior to the originally identified termination date, unless such termination is for cause. During such period, the Principal may assign the Long Term Occasional Teacher to other duties.
- 6.10 Upon written request, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this Collective Agreement.
- 6.11 An Occasional Teacher, temporarily removed from the list as a result of an allegation which occurred while they were teaching, shall have their pay prorated based on the average number of days worked over the last eight weeks of school calendar time.

ARTICLE 7 – OCCASIONAL TEACHERS' ROSTER AND LONG TERM OCCASIONAL LIST OCCASIONAL TEACHER ROSTER

- 7.01 Seniority – the roster of Occasional Teachers is to be maintained and organized in decreasing order of seniority as per Regulation 274 and as amended from time to time. Seniority is determined as the first day worked as a qualified Secondary Occasional Teacher after being placed on the Occasional Teacher Roster.
- 7.02 The Employer shall furnish to the Union annually by September 30th the Roster of Occasional Teachers who are available for occasional teaching assignments in its secondary schools which shall include the following:
- Name
 - Address and postal code
 - Telephone number
 - Qualifications
 - Status as active or on leave
- 7.03 Applications to be included on the Occasional Teachers' Roster shall be provided electronically and directed to the Employer through the Superintendent of Human Resources or designate. On approval and upon receipt of all the required documentation by the Employer, the teacher's name will be added to the Roster at the Board Office and the teacher will be informed in writing of their acceptance. Updates of the Roster will be sent monthly to the Union.
- 7.04 The Union shall be notified monthly of additions to or deletions from the Roster, and of any disciplinary action involving members of the Union. The Employer shall provide the

Union with monthly statements listing the members who worked during the previous month and the amount of time worked.

- 7.05 An Occasional Teacher must be a member of the Ontario College of Teachers and be qualified to teach in Ontario to be eligible for inclusion on the Occasional Teacher Roster.
- 7.06 An Occasional Teacher shall notify the Human Resources Department of the Employer in writing of current and any of change of address and/or telephone number required by the Employer to contact the Occasional Teacher regarding assignments. If a teacher should fail to do this, the Employer will not be responsible for failure of a notice to reach the teacher. Any notice sent by the Employer to the address of the teacher which appears on the Employer's Human Resources records shall be deemed to have been received by the teacher.

An Occasional Teacher shall be provided with an e-mail account on acceptance to the Occasional Teacher Roster.

- 7.07 An Occasional Teacher's name shall be removed from the Roster for the following reasons:
- a) they are removed for just and sufficient cause;
 - b) they ask to have their name removed from the Roster;
 - c) by June 1st of each year, each listed Occasional Teacher shall be issued a request for confirmation of intent to be maintained on the Roster for the following school year. Those intending to remain available shall confirm such fact in writing to the Manager of Human Resources in care of the Board Office on or before June 30th of each year, failing which that person's name shall be struck from the Roster;
 - d) they have not worked 3 occurrences in one (1) school year, pro-rated due to their placement on the Occasional Roster in accordance with Article 7.03 or a leave of absence without pay in accordance with Article 11.03 within that current school year;
 - e) they will be immediately removed from their teaching duties and their employment terminated when the Employer becomes aware they are not in good standing with the Ontario College of Teachers;
 - f) each Occasional Teacher will keep the Human Resources Department informed, through SelfServe, of their current address and telephone number. If an Occasional Teacher should fail to do this, the Employer will not be responsible for failure of a notice to reach an Occasional Teacher and any notice sent by the Employer to the address of the Occasional Teacher which appears on the Employer's Human Resources records shall be deemed to have been received by the Occasional Teacher.

- 7.08 The Employer shall ensure that only Occasional Teachers on the Roster shall be called for assignments, except in unforeseen circumstances and emergency situations. The Employer shall forward, on a monthly basis to the Bargaining Unit, the names of individuals not on the Roster who were hired to work. The Employer shall forward, upon request of the Bargaining Unit President or designate, details surrounding when an unforeseen circumstances or emergency situation arose whereby an Occasional Teacher on the Roster was not given the assignment.
- 7.09 The maximum number of Occasional Teachers on the Occasional Teacher Roster shall be 200. If the number of Occasional Teachers available does not thereby meet the needs of the Employer, the Employer may add additional Occasional Teachers to the Roster.
- 7.09.01 Teachers who are active OSSTF TBU members less than 1.0FTE and/or Occasional Teachers who have requested a leave from the occasional list will not be counted towards the maximum number as defined in 7.09 for the duration of the school year.

ARTICLE 8 – COMPENSATION

- 8.01 A Casual Occasional Teacher who holds a valid Ontario Teaching Certificate shall be paid a daily rate as indicated below. Such daily rate is inclusive of vacation pay, statutory holiday pay, and allowance in lieu of benefits:

Date	Per Diem
Sept 1, 2019	\$239.79
Sept 1, 2020	\$242.19
Sept 1, 2021	\$244.61

For pay calculation purposes, 3.0 periods or more (or the equivalent) shall be considered a full-time assignment. Under no circumstances shall an Occasional Teacher be paid more than 1.0 FTE daily rate for any day.

- 8.02 Remuneration paid to Occasional Teachers will be pro-rated for assignments to positions on less than a full-time basis, but under no circumstances will an Occasional Teacher be paid less than one-half (1/2) day.

Notwithstanding the above, a part-time Contract Teacher with the Employer that is assigned one period in the same semester, shall be remunerated for that period only. It is understood that the total of the assignment shall not exceed 1.0 FTE (1 period equals 0.31 for pay purposes).

- 8.03 Occasional Teachers shall be paid every two (2) weeks, two (2) weeks in arrears, based on verified time as submitted in the Employer's electronic absence reporting and replacement information system.

8.04

- a) For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and can be accessed electronically on the Employer’s intranet under SelfServe.
- b) For the sole and exclusive purpose of reporting the hours on insurable earnings required under the Employment and Insurance Act, Occasional Teachers shall be deemed to have worked eight (8) hours each day they are employed. Occasional Teachers employed part-time shall be deemed to have worked hours per day that are pro-rated accordingly.

8.05 Long Term Occasional Teacher

- a) A Long Term Occasional Teacher shall be paid in accordance with the following salary grid effective the 1st day of the assignment. The grid rate as reflected below represents an annual salary based on the number of days in that school year, including vacation pay entitlement, holiday pay and allowance in lieu of benefits.
- b) Where an Occasional Teacher is hired for an unspecified period that extends beyond nine (9) consecutive days, or is hired for a period of less than ten (10) days but the assignment is extended beyond the ninth (9th) day, that teacher shall be considered to be a Long Term Occasional from the beginning of the assignment and shall be paid on that basis retroactive to the first day of the assignment.

Effective September 1, 2019, the salary schedule shall be as follows:

Years of teaching experience	Step	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	1	\$49,410	\$50,741	\$53,304	\$56,529
1	2	\$52,067	\$53,670	\$56,714	\$60,415
2	3	\$54,722	\$56,736	\$60,124	\$64,303
3	4	\$57,379	\$59,806	\$63,527	\$68,191
4	5	\$60,033	\$62,870	\$66,935	\$72,079
5	6	\$62,689	\$65,937	\$70,848	\$75,975
6	7	\$65,350	\$69,001	\$74,756	\$79,871
7	8	\$68,414	\$72,071	\$78,670	\$83,765
8	9	\$71,480	\$75,137	\$82,581	\$87,661
9	10	\$75,021	\$78,683	\$86,949	\$92,089
10	11	\$78,558	\$82,234	\$91,315	\$96,521
11	12	\$82,099	\$85,779	\$95,685	\$100,948

Effective September 1, 2020, the salary schedule shall be as follows:

Years of teaching experience	Step	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	1	\$49,905	\$51,249	\$53,838	\$57,095
1	2	\$52,588	\$54,207	\$57,282	\$61,020
2	3	\$55,270	\$57,304	\$60,726	\$64,947
3	4	\$57,953	\$60,405	\$64,163	\$68,873
4	5	\$60,634	\$63,499	\$67,605	\$72,800
5	6	\$63,316	\$66,597	\$71,557	\$76,735
6	7	\$66,004	\$69,692	\$75,504	\$80,670
7	8	\$69,099	\$72,792	\$79,457	\$84,603
8	9	\$72,195	\$75,889	\$83,407	\$88,538
9	10	\$75,772	\$79,470	\$87,819	\$93,010
10	11	\$79,344	\$83,057	\$92,229	\$97,487
11	12	\$82,920	\$86,637	\$96,642	\$101,958

Effective September 1, 2021, the salary schedule shall be as follows:

Years of teaching experience	Step	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	1	\$50,405	\$51,762	\$54,377	\$57,666
1	2	\$53,114	\$54,750	\$57,855	\$61,631
2	3	\$55,823	\$57,878	\$61,334	\$65,597
3	4	\$58,533	\$61,010	\$64,805	\$69,562
4	5	\$61,241	\$64,134	\$68,282	\$73,528
5	6	\$63,950	\$67,263	\$72,273	\$77,503
6	7	\$66,665	\$70,389	\$76,260	\$81,477
7	8	\$69,790	\$73,520	\$80,252	\$85,450
8	9	\$72,917	\$76,648	\$84,242	\$89,424
9	10	\$76,530	\$80,265	\$88,698	\$93,941
10	11	\$80,138	\$83,888	\$93,152	\$98,462
11	12	\$83,750	\$87,504	\$97,609	\$102,978

8.05.01 Teachers shall be paid in Group 1 until such time as they provide proof of a different category classification. Long Term Occasional Teachers shall be placed in the appropriate category for determination of salary grid placement in accordance with a certification statement issued by the provider as outlined in OSSTF Central Agreement Article C6.00 based on the certification plan currently in effect.

8.06 A Long Term Occasional Teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount retroactive to

the 1st teaching day of the long term occasional assignment. The teacher shall notify the Employer in writing during the term of the occasional assignment of such a submission being made. It is understood that the teacher must have completed the academic requirements for the upgrading prior to the commencement of the long term occasional assignment.

If the requirements for upgrading are completed mid-assignment, the Long Term Occasional Teacher shall receive the appropriate differential amount retroactive to the date of completion of the requirements for upgrading. The teacher shall notify the Employer in writing during the term of the long term occasional assignment of such a submission being made.

Notification in writing is defined as a copy of the category placement application. In all cases, notification must be received by the Employer prior to the end of the current school year.

Should notification not be provided to the Employer, the category change will come into effect on the effective date outlined on the QECO or should the Long Term Occasional assignment be completed, on the first day of a new Long Term Occasional assignment.

8.07 The following shall apply for the purpose of determining the annual salary appropriate to a long term occasional teacher's teaching experience:

- a) Credit shall be given for all full-time or part-time teaching experience in elementary or secondary schools in Canada;

Experience as a Long Term Occasional Teacher with this Employer in a continuous assignment replacing the same teacher shall be credited for initial placement on grid where such experience was acquired after September 1, 1998.

- b) Other teaching experience deemed relevant by the Employer to the teacher's assignment shall be recognized to the maximum for the applicable category, such as continuing education credit courses, teaching experience in a College of Applied Arts and Technology, University or Faculty/College of Education or teaching in an elementary or secondary school outside Canada shall on the basis of one grid step for every year of such experience to maximum of category.

- c) Other related experience in a profession, industry or trade deemed relevant by the Employer to the teacher's assignment on the basis of one grid step for every two years of such experience to maximum of category provided that such experience has not been used to satisfy entrance requirements to a Faculty of Education in pursuit of a degree or diploma in education.

- d) In no case shall an Occasional Teacher receive more than one full year's credit for a combination of teaching experience within one school year.
- e) Experience will be calculated and applied as of the beginning of the assignment. For purposes of advancing on the salary schedule, experience will be calculated and applied in each year. Where the sum of the experience calculated in a, b and c above results in partial years, 0.5 or greater shall be rounded up and 0.499 or less shall be rounded down.

8.8 It is the responsibility of the Teacher who submits a request to ensure that the Board is provided all relevant documentation as per 8.07 a), b), c) within the term of the Long-Term Occasional assignment in order for it to be credited retroactive to their date of hire. Documentation provided after that termination of the Long-Term Occasional assignment will be processed effective the date it is received by Human Resources.

8.9 Each Teacher covered by this agreement shall have the right to participate fully in the Employer's Employee Assistance Plan. Coverage shall include family coverage.

ARTICLE 9 – CONDITIONS OF WORK

9.01 The Employer agrees that adequate support from the school administration in providing supervision and maintaining discipline shall be provided.

9.02 Each Occasional Teacher shall have reasonable and necessary access to classrooms, records, supplies and other equipment consistent with the duties assigned.

9.03

- a) Occasional Teachers hired to replace an absent contract teacher and properly qualified for that position may not be replaced by another Occasional Teacher prior to the return of the teacher being replaced except in cases of mutual agreement or removal for disciplinary reasons or for incompetency.
- b) The Employer shall give a minimum of three (3) hours' notice of cancellation of any pre-arranged work assignment. Should a pre-arranged assignment be cancelled without such notice, the Employer shall pay the Occasional Teacher the pay they would have received for that assignment for that day.
- c) Where a casual Occasional Teacher knows in advance that they will not be able to teach on an assigned work day due to illness or any unforeseen circumstance, the Occasional Teacher will make every effort to cancel the assignment no later than 6:30 a.m.

9.04 The Principal or Vice Principal shall be the person responsible for engaging Occasional Teachers, and shall verify records for days worked.

- 9.05 School and classroom procedures related to discipline, safety and emergency shall be made available to the Occasional Teacher.
- 9.06 An Occasional Teacher shall be assigned the instructional and supervisory duties of the teacher being replaced but shall not be assigned other duties prior to the commencement of class on the first morning of an assignment or prior to the commencement of the afternoon class on the first day if it is a half-day of the assignment.
- 9.07 A casual Occasional Teacher shall not be assigned a workload in excess of 1.0 FTE. The normal workload for a casual Occasional Teacher hired for a full-time assignment is 3.0 periods plus 0.5 periods for other assigned duties (4.0 periods plus 0.5 period of other assigned duties in an MSIP school). In cases of urgency, as determined by the school administrator, the casual Occasional Teacher may be assigned a 0.5 additional period. At the request of the President of the Bargaining Unit, an Employer representative(s) shall discuss the cases of urgency which led to the additional assignment.
- 9.08 A Long Term Occasional Teacher shall only assume the assigned duties of the absent teacher being replaced, and shall be bound by all workload provisions of the absent teacher.
- 9.09 Each full time Occasional Teacher shall be entitled each day to an uninterrupted and continuous period between the hours of 10:30 a.m. and 2:00 p.m. of not less than forty (40) minutes for lunch free from supervisory, teaching, or other duties during the scheduled working day.
- 9.10 The Employer shall reimburse, at the current kilometer/mileage rate, each Occasional Teacher for travel between an assignment involving two or more schools within the jurisdiction if the teacher the Occasional Teacher is replacing normally receives the allowance.

ARTICLE 10 – JOB POSTINGS AND NOTICES

- 10.01 The Employer will notify the President of the Bargaining Unit of the electronic posting of all jobs, both full-time and part-time positions falling within this bargaining unit.
- 10.02 When an occasional position arising as a result of a leave of absence of 10 or more consecutive instructional days becomes available, the Employer will notify the Union and post such notice on the Board’s website electronically five (5) week days, following which the position may be filled.
- 10.02.01 When an occasional position arising as a result of a reassignment of 5 or more consecutive instructional days becomes available, the Employer will notify the Union and post such notice on the Board’s website electronically five (5) week days, following which the position may be filled.

10.02.01.01 Should an occasional position arise during Christmas Break, March Break or Summer holidays, the Employer shall post on the Board's website electronically for seven (7) calendar days.

10.03 An Occasional Teacher who has been interviewed for a regular contract teaching position and has not been selected for the position shall be entitled to a debriefing as per Regulation 274 under the Ontario Education Act.

ARTICLE 11 – LEAVES OF ABSENCE

11.01 A Long Term Occasional Teacher shall be granted a leave of absence with continuation of salary, benefits and other entitlements in the following circumstances:

- a) attendant on and coincident with the death of a spouse, parent, child or stepchild, brother or sister, ward or person in loco parentis, mother-in-law or father-in-law; a maximum of five (5) consecutive working days.
- b) attendant on and coincident with the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild; a maximum of three (3) consecutive working days.
- c) attendant on and coincident with the death of an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; maximum of one (1) working day.
- d) the serious illness of a spouse, child or parent; up to a maximum of two (2) days.
- e) due to quarantine, jury duty or subpoena to court in any proceedings to which the teacher is not a party or an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the teacher is to give testimony. The obligation to maintain pay shall cease on the last day of the scheduled long-term assignment or the last day of the current school year whichever is earlier. The teacher must provide notice of this leave to their Principal as soon as they are made aware of the date(s).
- f) attendant on and coincident with the observance by the long term occasional teacher of their religion to a maximum of five (5) days in a school year.
- g) when a Long Term Occasional Teacher is absent from duty as a result from an accident for which compensation is being received by the teacher in accordance with the provisions with the Worker's Safety and Insurance Act the teacher shall incur no loss in sick leave and continue to receive salary and other entitlements outlines in this agreement.

11.02 At the discretion of the Principal, a Long Term Occasional Teacher may be granted a special leave of absence without pay or benefits up to a maximum of three (3) days. While this time shall not count in any consideration of consecutive days or

determination of sick leave credits, neither shall it be deemed an interruption of consecutive days.

11.03 On request in writing to the Superintendent of Human Resources or Designate, an Occasional Teacher shall be granted a leave of absence from the Occasional Teacher Roster of up to one (1) year without pay.

11.04 Family Medical Leave and Critically Ill Child Care Leave

11.04.01 Family Medical Leave and Critically Ill Child Care leave provisions are provided in the Section C8.0 of Part A – Central Terms.

11.04.02 Upon expiration of the leave, the Long Term Occasional Teacher shall be given the position held prior to the leave if the position still exists.

ARTICLE 12 – UNION BUSINESS LEAVE

12.01 At the request of the Union, the Employer shall grant subject to the aggregate of one hundred (100) days paid release to member(s) of the Union in order to conduct union business. The member shall be paid the rate the member would have earned that day if the member would have been teaching for the Employer. The Union shall reimburse the Employer for the full cost of the leave.

12.02 The persons named shall be treated for all purposes, including but not limited to the payment of salary, benefits and the accumulation of sick leave and occasional teaching experience as if employed on such days.

12.03

a) An Occasional Teacher who has been elected or appointed to an office at the District or the Provincial Executive, upon request, shall be granted a leave of absence from the Occasional Teacher Roster and LTO Hiring List for up to two (2) consecutive terms of office without salary, benefits or other entitlements provided written notice has been given to the Superintendent of Human Resources or Designate on or before May 31st in the school year preceding the commencement of the leave.

b) An Occasional Teacher returning from a leave as per 12.03(a) above shall notify the Superintendent of Human Resources or Designate in writing on or before May 31st in the school year preceding the return. The Teacher's name will be reactivated on the Occasional Teacher Roster and LTO Hiring List.

c) Notwithstanding 12.03(a), the Employer may grant a leave for (an) additional term(s).

- 12.04 The Employer shall assume the full daily occasional teacher rate for two (2) occasional teacher representatives when union representation is required by the employer at meetings as defined in Article 6.02 (b) and at a maximum of two (2) other special meetings per year arranged by the Employer.
- 12.05 The Employer will assume the daily occasional teacher rate for a maximum of two (2) occasional teacher representatives per meeting, inclusive of the chief negotiator, to participate in collective bargaining with the Employer.

ARTICLE 13 – PREGNANCY AND PARENTAL LEAVE

Pregnancy Leave

13.01

- a) A Long Term Occasional Teacher who is employed by the Employer for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance with the Employment Standards Act. Such leave will normally terminate seventeen (17) weeks from commencement of leave, or six (6) weeks after the date of delivery, whichever is the later.
- b) A Long Term Occasional Teacher may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Employer one (1) week's written notice of their intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner stating that they are able to resume their work.
- c) A Long Term Occasional Teacher who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The Long Term Occasional Teacher giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified practitioner stating the expected birth date.

- 13.02 The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to a Long Term Occasional Teacher who adopts a child. It is understood that in cases of adoption, the Long Term Occasional Teacher may have to cease duty immediately when the child becomes available, the Long Term Occasional Teacher shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

Parental Leave

13.03

- a) Subject to the provisions of the Employment Standards Act, a Long Term Occasional Teacher who has been employed by the Employer for at least thirteen (13) weeks will be entitled to a parental leave.
- b) Parental leave must normally begin when pregnancy leave ends, or within fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- c) The Long Term Occasional Teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- d) The Long Term Occasional Teacher may reduce the period for Parental leave provided the Long Term Occasional Teacher gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.
- e) Notwithstanding, a Long Term Occasional Teacher may request a lesser period of notice of return to duty.

13.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to thirty-five (35), if the employee took a pregnancy leave, and thirty-seven (37) consecutive weeks, otherwise. Credit for experience towards salary increments shall continue to the extent of the teacher's designated assignment.

13.05 If, during a pregnancy but prior to the commencement of pregnancy leave, a Long Term Occasional Teacher obtains a certificate declaring her unable to continue teaching due to illness, a Long Term Occasional Teacher may use sick leave credits, if available.

13.06 At the discretion of the Employer, pregnancy and parental leaves may be granted to a Long Term Occasional Teacher who has been employed with the Board for less than thirteen (13) weeks.

13.07 Upon expiration of a leave granted under this Article, the Long Term Occasional Teacher shall be given the position held prior to the leave or, if that position no longer exists, a comparable position, provided the return from the leave is within the timeframe of the designated assignment. The Long Term Occasional Teacher shall endeavour to give the earliest possible notice of intent to return to duty, but must give written notice to the Employer at least four (4) weeks prior to returning to duty.

13.08 Subject to the just cause provisions of this agreement, the Employer may not terminate or layoff an employee entitled to pregnancy and/or parental leave.

13.09 Part-time Long Term Occasional Teachers shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.

13.10 Nothing in this Article shall remove from an employee any entitlements under the Employment Standards Act.

Parenting Leave

13.11 A Long Term Occasional Teacher shall be entitled to a parenting leave of two (2) days with pay and without loss of benefits or experience in any one school year in addition to the day of birth of the child to attend to and care for the child or family. In case of adoption, these two (2) days shall be taken at the time of taking custody, care and control of the child for the first time or at the time of taking legal custody.

13.12 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 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.

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;

After week 8, the Board will pay the equivalent of one (1) week of the member's EI amount, paid over two weeks in a single pay cycle.

It is understood that the total amount paid by the board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.

ARTICLE 14 – GRIEVANCE ARBITRATION PROCEDURE

- 14.01 A grievance is a dispute arising from the interpretation, application, administration or alleged violation of one or more provisions of this collective agreement, including a dispute as to whether a matter is arbitrable.
- 14.02 The only parties to a grievance are the Employer and the Union.
- 14.03 Where reference is made to "days" it shall mean school days.
- 14.04 A grievance involving or relating to an Occasional Teacher individually or a group of Occasional Teachers in similar circumstances shall only be processed through the Union.

Every grievance claim shall be in writing delivered to the other party and shall contain:

- a) a description of the factual circumstances alleged to constitute a violation of this agreement;
- b) a description of the specific provisions of this agreement allegedly violated;
- c) an indication of the relief sought;
- d) the signature of the duly authorized official of the Union.

Informal Stage

- 14.05 Prior to submitting a formal grievance claim, an Occasional Teacher or Occasional Teachers are expected to have discussed the matter with the school Principal or other immediate Supervisor within twenty (20) days of the time when the Occasional

Teacher should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. An Occasional Teacher shall have the right to have present a representative from the Union. The Principal or Supervisor shall answer the complaint in writing within five (5) days of receipt of the complaint. The right to have a representative from the Union present shall not unduly restrict the Employer to deal with emergent personnel matters.

Step One

- 14.06 The Union may file a grievance at Step One within ten (10) days of the Informal Stage. The grievance shall be filed with the Superintendent of Human Resources or designate who may meet with the representative(s) of the Union and the grievor and shall answer the grievance, in writing, within ten (10) days after receipt of the grievance.

Step Two

- 14.07 If no settlement is reached at Step One, the Union may within ten (10) days of receipt of the written reply of the Superintendent of Human Resources or Designate, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall meet with the representative(s) of the Union and the grievor within 15 days. The Employer's Grievance Committee shall respond to the Union, in writing, within ten (10) days. If the reply of the Employer's Grievance Committee is unacceptable to the Union, it may within ten (10) days of receiving the written reply of the Employer, apply for arbitration.
- 14.08 Timelines may be extended or waived by mutual agreement in writing.
- 14.09 If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and thereafter re-instated if mediation is unsuccessful.
- 14.10 Unless mutually agreed in writing between the parties, no grievance claim can proceed to arbitration until all stages of the grievance procedure have been completed. Failure to respond to a grievance within the timelines specified shall move the grievance to the next step.
- 14.11 Unless mutually agreed otherwise, if the grievance procedure timeline extends past the last school day of the year, then the timelines will be suspended until the fifth (5th) school day in the following year.
- 14.12 Following notification of the intention to process the grievance to arbitration, the parties to the Collective Agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.
- 14.13 Within a further ten (10) days, the nominees shall either select a mutually agreed-upon chairperson, or apply to the Labour Relations Board to appoint the chairperson of the Arbitration Board.

- 14.14 The sole arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.
- 14.15 The jurisdiction of the sole arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance, the terms of the agreement and the laws pertaining to education in Ontario. The sole arbitrator or Arbitration Board shall not, by their or its decision, add to, delete from, modify or otherwise amend the provisions of this Collective Agreement. The sole arbitrator's or Arbitration Board's decision shall be final and binding upon the parties.
- 14.16 The cost of the sole arbitrator or chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two (2) parties.
- 14.17 Should the investigation or processing of a grievance require that an Occasional Teacher(s), grievor(s) and/or grievance officer of the Union be released from their duties, such release shall be granted with pay.
- 14.18 If required, an Occasional Teacher(s) shall be employed to cover the absence of any Occasional Teacher attending the arbitration hearing. In the event that the grievance is not upheld, the Union shall reimburse the Employer for the cost of the Occasional Teacher(s) required.
- 14.19 Documents, communications and records dealing with a grievance involving discipline shall not become part of the personnel file of the grievor, if the grievance is upheld in arbitration, or if the Employer rescinds the action that led to the grievance.

ARTICLE 15 – ACCESS TO INFORMATION AND EVALUATIONS

- 15.01 The personnel file pertaining to an Occasional Teacher shall be maintained in the Human Resources Department of the Employer. The file shall be available and open to the Occasional Teacher or to a designate authorized by the teacher in writing for inspection in the presence of an Employer's Human Resources Department officer by appointment during the regular working hours of the Department.
- 15.02 An Occasional Teacher shall be entitled, upon request, to copies without cost, of any materials contained in the Occasional Teacher's personnel file and file containing medical records and information.
- 15.03 Medical information received by the Employer respecting an Occasional Teacher will be accessible only to the Occasional Teacher, their authorized representative or Employer officials requiring such information in the course of the performance of their duties. The Employer shall ensure the files are stored in a secure location and in a confidential manner. Any employee accessing the files shall not be a member of this

bargaining unit unless authorized by the employee. No information from an employee's medical records shall be given to any person or party unless the Occasional Teacher has provided written consent.

15.04 Copies of the following documentation will be provided to the Occasional Teacher:

- Occasional Teacher Performance Appraisal documents
- Documents pertaining to conduct

15.05 The signature of an Occasional Teacher on any document referenced in 15.04 shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents. A copy of the document(s) shall be given to the Occasional Teacher.

15.06 If an Occasional Teacher disputes the accuracy or completeness of information in the personnel file the Employer shall, where possible, within fifteen (15) days from the receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Occasional Teacher, in writing, of its decision including reason for that decision.

Where the Employer amends such information per the above, the Employer shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on inaccurate information

15.07 Where an Occasional Teacher authorizes, in writing, access to the Occasional Teacher's personnel file by another person acting on the Occasional Teacher's behalf, the Employer shall provide such access by appointment, as well as copies of materials contained therein.

15.08 The Employer shall provide an employment information statement to any Occasional Teacher upon a written request.

15.09 Disciplinary material, including non-disciplinary letters of expectation, shall not be referred to following two (2) years of active employment after the date of issue provided there has been no similar disciplinary action in the intervening period. Such material shall be removed from the teacher's personnel file and returned to the teacher upon the teacher's written request.

ARTICLE 16 – COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

16.01 The Employer shall provide electronic access to the current Collective Agreement in force between the Employer and the Union on its intranet site.

16.02 The Employer shall provide each newly hired Occasional Teacher with a copy of this Collective Agreement on appointment.

ARTICLE 17 – MEDICAL PROCEDURES

17.01 Except for programs of general application throughout the system, an Occasional Teacher shall not be required to do any medical or physical procedures for pupils. Such procedures include routine administration of medication, catheterization, lifting a pupil, physiotherapy, feeding students, post-urinal drainage, manual expression of the bladder, toileting assistance, and any other medical or physical procedures. The administration of these procedures shall be by health services and/or other qualified personnel.

It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases.

ARTICLE 18 – SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURES

18.01 An Occasional Teacher who is called for a half day assignment, who reports, and who finds that their services are not required shall be paid a half-day's pay for reporting to duty.

18.02 If the Occasional Teacher has been called in for a full-day assignment, they shall be paid a full day's pay for reporting for duty if they find that their services are not required.

18.03 Where less than two (2) hours' notice of an occasional teaching assignment has been given, the Occasional Teacher shall be given a reasonable amount of time to arrive at the school with no loss of pay.

18.04 A Long Term Occasional Teacher shall be paid the regular rate for any day within the term of the assignment on which the school is closed or the regular teachers are not required to come to school due to special climatic or catastrophic conditions. A casual Occasional Teacher will not be paid on days when school is closed or regular teachers are not required to come to school due to special climatic or catastrophic conditions.

ARTICLE 19 – PAID SICK LEAVE and SHORT TERM LEAVE DISABILITY PLAN (STLDP)

Sick leave provisions are provided in section C9.0 of Part A- Central Terms.

ARTICLE 20 – OCCUPATIONAL HEALTH AND SAFETY

- 20.01 The parties agree that Occasional Teachers, Supervisors and Employers have rights and obligations with respect to protecting the health and safety of workers, under the Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.

ARTICLE 21 – STRIKES AND LOCKOUTS

- 21.01 No Occasional Teacher shall be requested or required to perform the duties of any employee of the Employer who is engaged in a lawful strike.

ARTICLE 22 – CORRESPONDENCE

- 22.01 All correspondence between the parties arising out of this Collective Agreement shall pass to and from Superintendent of Human Resources or Designate, and from the President of the Union or Designate.

ARTICLE 23 – PROFESSIONAL ACTIVITY DAYS

- 23.01 The Employer shall provide information to the Union about the professional development activities and in-service programs provided by the Employer.
- 23.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 23.03 A Long Term Occasional Teacher whose assignment extends over a period which includes a scheduled Professional Activity Day or in-service program shall be paid for such day provided that the Occasional Teacher participated in the scheduled professional activity or in-service program.
- 23.04 A casual Occasional Teacher may attend, without pay, scheduled Professional Activity Days and in-service programs arranged by the Employer. Requests are to be made in writing to the Superintendent of Human Resources or Designate.

ARTICLE 24 – ELECTRONIC SUPPORT SYSTEM

- 24.01 During the term of the collective agreement the Employer will be converting several administrative applications to an electronic format. For the purposes of this

agreement, the Employer agrees to notify the Union of these changes prior to implementation.

ARTICLE 25 – EVALUATION OF TEACHER PERFORMANCE

- 25.01 Long Term Occasional Teacher performance appraisals shall be conducted in accordance with the requirements of the “Occasional Teacher Evaluation: Provincial Framework and Evaluation”.
- 25.02 Only Supervisory Officers, Principals and Vice-Principals, who are members of the Ontario College of Teachers, shall evaluate an Occasional Teacher’s competence.
- 25.03 An Occasional Teacher shall be entitled to due process with respect to the evaluation of their performance.
- 25.04 A teacher shall have the right to Union representation at meetings where the results were rated unsatisfactory.
- 25.05 The Union has the right to grieve any aspect of the performance appraisal process of an Occasional Teacher. The filing of the grievance shall not interrupt the continuation of the performance appraisal process.
- 25.06 The Employer shall notify the Bargaining Unit President when a teacher is to receive a performance appraisal which was rated unsatisfactory within three (3) work days.

ARTICLE 26 – SCHOOL YEAR

- 26.01 The length of the school year shall be the minimum required under the Education Act.
- 26.02 Long Term Occasional Teachers who agree with a request from the Employer to work outside the designated school year shall be paid at their daily rate for a number of days equal to the number of days worked.

ARTICLE 27 – USE OF EMPLOYER PREMISES

- 27.01 The Employer shall provide bulletin board space at an appropriate location in each work place upon which the Bargaining Unit may post notices relating to matters of interest to its members.
- 27.02 Upon reasonable notice and subject to availability, the Bargaining Unit will be permitted to use school facilities for meetings of Bargaining Unit members outside

regular business hours. Any additional direct cost associated with such use shall be reimbursed to the Employer by the Bargaining Unit.

27.03 The Employer shall provide, at no cost to the Bargaining Unit, access to the Employer courier system at the District Office and at the Employer's secondary schools.

27.04 Mailboxes

The Employer agrees to provide a mailbox in each secondary school campus for the distribution of mail to Occasional Teachers.

The Union agrees to ensure that an OSSTF member at each worksite has been designated as responsible for maintaining the mailbox, ensuring that the materials are appropriately distributed and disposed of when no longer of use. The name of such member shall be shared with school administration at the beginning of each school year and upon any change of the designated member.

27.05 Access to Workspaces

The parties acknowledge the importance of the safety and security of all staff therefore the school will provide daily Occasional Teachers with keys/codes for the appropriate classrooms and workspaces relevant to their daily assignment. It shall be the responsibility of the occasional teacher to follow established school protocol for allocation and return of keys/codes.

ARTICLE 28 – CRIMINAL BACKGROUND CHECKS

28.01 The Employer shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, are stored in a secure location and in a confidential manner.

28.02 The Employer shall not release any information regarding an Occasional Teacher obtained pursuant to Regulation 521/01 of the Education Act as amended from time to time except for the purpose of exercising its legal rights or obligations.

28.03 The Employer shall not release or report to the Ontario College of Teachers any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, except as required by law.

ARTICLE 29 – PROFESSIONAL DEVELOPMENT FUND

The Employer shall establish a professional development fund for the Occasional Teachers on the Occasional Teacher Roster in the secondary panel to be applied in each school year for the benefit of improving the delivery of educational programs and services to the secondary school students to the amount of \$6,000.00.

The fund shall be administered by a joint committee comprising:

- The President of the Bargaining Unit or designate
- One representative of the Secondary School Administrators' Association
- One representative at large from the Occasional Teacher List as selected by the Bargaining Unit

LETTER OF UNDERSTANDING

Between

The Upper Canada District School Board

And

Occasional Teachers Bargaining Unit of District 26

RE: Technology Allowance

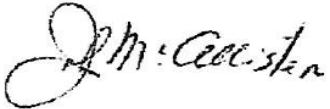
The Employer will strive to ensure Occasional Teachers have adequate means to support students while replacing a Contract Teacher. Discussions on this item will be brought forward through Occasional Teacher-Board Relations Committee.

COLLECTIVE AGREEMENT
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF-OT District 26

Signed in Brockville, Ontario

For the Employer

For the Union



Apr. 13/21



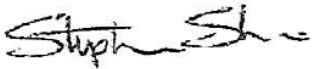
John McAllister
Chair

Date

President

Date

April 20/21



30 MARCH 2021



Stephen Sliwa
Director

Date

Chief Negotiator

Date

April 20/21