

COLLECTIVE AGREEMENT

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

(hereinafter called the "OSSTF")

Representing

**The Occasional Teacher Bargaining Unit of District 14, Ontario
Secondary School Teachers' Federation
(hereinafter called "District 14, OTBU")**

And

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD
(hereinafter called the "Employer")**

Effective

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

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

- b) Notice to commence bargaining shall be given by a central party:
- i. within 90 (ninety) days of the expiry of the collective agreement;
or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 **DEFINITIONS**

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

C4.00 **CENTRAL LABOUR RELATIONS COMMITTEE**

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

- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 **CENTRAL GRIEVANCE PROCESS**

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

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

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

the grievance may, within a further 10 days, refer the grievance to arbitration.

- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms. The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:

- i. September 1, 2019: \$5709/FTE
- ii. September 1, 2020: \$5937/FTE
- iii. September 1, 2021: \$6174/FTE

- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time

- payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

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

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

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown,

shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.

- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.

- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be

paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

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

- a) **Sick Leave Benefit Plan**
The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.
- b) **Sick Leave Days**
Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.
- c) **Short-Term Leave and Disability Plan (STLDP)**
Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- d) **Eligibility and Allocation**
The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

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

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

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

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

e) **Short-Term Leave and Disability Plan Top-up**

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

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

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

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall

meet at least quarterly each year to discuss new initiatives, including implications for training, resources.

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

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

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

C13.00 **PROVINCIAL FEDERATION RELEASE DAYS**

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and

privileges under the collective agreement in accordance with local provisions.

- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 **E-LEARNING**

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: <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> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <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 (QECCO)".

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

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

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

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

where necessary. The local parties shall engage in a discussion of the following:

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

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

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

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

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

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

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

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

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;

- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY
LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

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

considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
- b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.

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

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

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

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

5.3.0 Accountability

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

6.0.0 TRANSITION COMMITTEE

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

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:”

[insert current Retirement Gratuity language from local collective agreement]

Part B: Local Terms

Article L1 Purpose

- L1.01 It is the desire of the parties to specify within this Collective Agreement the terms and conditions under which Occasional Teachers covered by this Agreement are employed and the salary, monetary benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

Article L2 Recognition

- L2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for every Occasional Teacher who is on the Employer's List of Occasional Teachers who may be assigned to a Secondary school.
- L2.02 The Employer recognizes the negotiating team of the Occasional Teacher Bargaining Unit of District 14, OSSTF (OTBU), hereinafter referred to as "the OTBU", as the agent authorized to negotiate on behalf of OSSTF.
- L2.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.

Article L3 Duration and Renewal

- L3.01 Duration and Renewal provisions are provided in Section C2.00 of Part A - Central Terms.
- L3.02 The parties shall meet within fifteen (15) days from the date of the notice pursuant to Article L3.01 or within such further period as the parties agree upon.
- L3.03 Changes can be made to Part B - Local Terms of this Collective Agreement with the mutual written consent of the parties. The OSSTF consent is subject to ratification by its membership.
- L3.04 This Local Collective Agreement shall supersede all such prior Local Collective Agreements between the parties and shall form the basis for the determination of all salaries and other conditions defined herein.

L3.05 No Strike or Lock-out

There shall be no strike or lock-out during the term of this Collective Agreement. The terms “strike” and “lock-out” shall be as defined in the Ontario Labour Relations Act.

Article L4 Definitions

L4.01 “Assignment” means a minimum of one (1) period of Occasional Teaching.

L4.02 “Available to Teach” means an Instructional day on which the OT is not booked unavailable in the Teacher Dispatch System.

L4.03 “Classifications” shall mean subject areas in the Teacher Dispatch System in which an Occasional Teacher is willing to teach. This includes the subject areas recorded on the Occasional Teacher’s Certificate of Qualification.

L4.04 “Full Day” means an Assignment that includes 3 periods.

L4.05 “Group A” shall mean Occasional Teachers seeking daily occasional work, who are not restricted by the definitions in “Group B.

L4.06 “Group B” shall mean Occasional Teachers who meet any one of the following criteria:

- i. Retired on a pension pursuant to the Ontario Teachers’ Pension Plan;
- ii. On Leave of Absence;
- iii. Working in a Long Term Assignment with the Employer; or
- iv. A member of more than one Teacher/Occasional Teacher Bargaining Unit with the Employer.

L4.07 “List” means a list of all Occasional Teachers holding a current Certificate of Qualification from the Ontario College of Teachers, who have been accepted by the Employer to teach as Occasional Teachers in the Secondary panel.

L4.08 “Long-Term Occasional Teacher” shall mean a teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same teacher.

L4.09 “Occasional Teacher” shall mean an “Occasional Teacher” as defined in the *Education Act*.

- L4.10 “Occasional Teacher Performance Appraisal” (OTPA) means a performance appraisal of a Long-Term Occasional Teacher.
- L4.11 “Short-Term Occasional Teacher” shall mean an Occasional Teacher who is not a Long-Term Occasional Teacher.
- L4.12 “Teacher Dispatch System” shall refer to the Employer’s substitute employee management system.
- L4.13 “Teaching Days” shall mean Instructional Days and Professional Activity Days for which an Occasional Teacher is requested to attend in the Secondary panel.

Article L5 Federation Fees

- L5.01 On each pay date for which an Occasional Teacher receives a pay, the Employer shall deduct from each Occasional Teacher the OSSTF dues and any levy chargeable by OSSTF. The amounts shall be determined by OSSTF in accordance with its constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- L5.02 The OSSTF fees deducted in Article 5.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N., and the amounts deducted, and the number of days worked in the period.
- L5.03 Any levy authorized by OSSTF and directed to the OTBU shall be deducted and remitted to the Treasurer of District 14, OSSTF no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Occasional Teachers, their S.I.N., and the amounts deducted, and the number of days worked in the period.
- L5.04 OSSTF and/or the OTBU, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and remitted to OSSTF and/or the OTBU.
- L5.05 Upon the direction of the OTBU Executive, the Employer agrees to deduct the appropriate levy from Occasional Teachers and submit it to the OTBU. The OTBU agrees to provide sixty (60) calendar days notice to the Employer, but such levy will not apply retroactively.

Article L6 Rights and Responsibilities

L6.01 Management Rights

Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer and OSSTF agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations governing in the province of Ontario.

L6.02 Copies of the Collective Agreement

The Collective Agreement will be made available to all staff through the Employer's internal and external website.

L 6.03 Employer Policies and Procedures

New Employer Policies and Procedures and updates of current ones shall be forwarded electronically to the OTBU President within thirty (30) days of the Employer's approval.

L6.04 Use of Employer's Premises

The Employer agrees to be cooperative with OSSTF - District 14 about carrying out District 14 business on the Employer's premises provided that no costs are incurred by the Employer. Requests for the use of the Employer's premises shall be made to the Human Resource Services Designate.

L6.05 No Discrimination

The parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, or participates in the activities of the OSSTF.

Article L7 Just Cause

L7.01 No Occasional Teacher shall be discharged, demoted or disciplined except for just cause. In the event of the discharge of a probationary Occasional Teacher, the single Arbitrator or the Board of Arbitration shall

apply a lesser standard than would apply for an Occasional Teacher who has completed the probationary period.

Article L8 Representation

- L8.01 When a Principal or Supervisor calls an Occasional Teacher to a meeting which may result in discipline, the Principal or Supervisor shall inform the Occasional Teacher about the nature of the meeting. In advance of such a meeting the Occasional Teacher will be advised to their entitlement to OSSTF representation.
- L8.02 The Employer shall provide release time at the recognized daily rate for the OSSTF Negotiating Team for the purposes of negotiating a new Collective Agreement. Such time shall be provided for up to four (4) members and not to exceed three (3) instructional days per team member at no cost to the OTBU.

Article L9 Teacher Evaluation

- L9.01 A Long-Term Occasional Teacher whose assignment is longer than three (3) months may request a Performance Appraisal by a Principal. Such a request must be made by the Occasional Teacher no later than ten (10) days prior to the end of the Long-Term Occasional assignment. The Principal, or designate, completing the Appraisal shall use the Employer's Occasional Teachers' Performance Appraisal process (OTPA).
- The Board will endeavor to provide the Occasional Teacher at least 48 hours' notice before a classroom observation for the purpose of a Performance Appraisal.
- L9.02 A Teacher may have OSSTF representation at any meeting which is part of or results from Performance Appraisal procedure following a Performance Appraisal which was rated unsatisfactory.
- L9.03 When a Teacher receives a Performance Appraisal which was rated unsatisfactory the Employer shall forward a copy of the report to the OTBU President provided that the Occasional Teacher has authorized the Employer, in writing, to forward such a report.

Article L10 Personnel File

- L10.01 An Occasional Teacher, upon written request, shall have access within five (5) Teaching Days to that teacher's personnel file in the presence of a Supervisory Officer or designate. The teacher shall have the right to obtain copies of any material contained in such files, and to place material in the file in response to any adverse report.
- L10.02 The teacher shall be provided with a copy of any documentation regarding the teacher's performance or conduct that is to be placed in the teacher's file.
- L10.03 Documents of a disciplinary nature and/or letters of expectation contained in the teacher's personnel file, shall be removed upon the request of the Occasional Teacher after two (2) years, provided the Occasional Teacher remains discipline-free during that time. Notwithstanding the foregoing, disciplinary materials and/or letters of expectation pertaining to physical or sexual misconduct, affecting the safety of students and/or staff shall remain in the personnel file.
- L10.04 All documents of a disciplinary nature shall be contained in the teacher's personnel file in Human Resource Services.

Article L11 Statistics

- L11.01 Upon written request, the Employer will provide to the OTBU statistical data and information relevant for the negotiation and administration of this Collective Agreement. With regard to any information provided to the District concerning its members, either individually or collectively, the OTBU, shall save the Employer harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The District agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.
- L11.02 The Employer shall provide the OTBU President by September 30 of each year, a letter stating the total number of days of Secondary Occasional Teaching days worked for the Employer during the previous school year.

Article L12 Probationary Period

L12.01 An Occasional Teacher shall be considered to be a probationary Occasional Teacher for the first thirty (30) days worked.

Article L13 Occasional Teacher List

L13.01 The Employer will maintain the Occasional Teacher list, acknowledging both the Employer's requirement to staff schools and the OTBU's need to maximize work for Occasional Teachers. Both the Employer and the OTBU agree to jointly monitor the List. The List will consist of two categories:

- a) Group A will represent Occasional Teachers who have no restrictions on the number of days available to work. There will be a maximum of one hundred and forty (140) Occasional Teachers on the Occasional Teacher List A.
- b) Group B will represent Occasional Teachers who are on Long-Term assignment, approved leave of absence, employed in another bargaining unit of the Employer, or retired on a pension pursuant to the Teachers' Pension Plan with statutory restrictions on number of days of work as an Occasional Teacher.

If the Human Resource Services Designate determines that the number of Occasional Teachers available does not meet the needs of the system, additional Occasional Teachers may be added to the list following consultation with the OTBU President.

L13.02 An Occasional Teacher may be a member of more than one Teachers' Bargaining Unit.

L13.03 Occasional Teacher Availability

It is an expectation of the Employer that an Occasional Teacher will be available to work most Teaching days, nevertheless, circumstances occur where an Occasional Teacher may not always be available to work for the Employer.

- a) An Occasional Teacher in Group A will only be eligible to make themselves unavailable for work in the Teacher Dispatch System for up to fifty (50) days per semester, subject to c) below.

- b) A teacher who is unavailable for any period of time less than twenty (20) consecutive Teaching Days, including unavailability due to personal illness, is responsible for declaring themselves unavailable in the Teacher Dispatch System.
- c) Periods of unavailability for more than twenty (20) consecutive Teaching Days will be considered a Leave of Absence and subject to approval in accordance with Article 16.01.
- d) An Occasional Teacher released on Federation leave will not be deemed unavailable on that day.
- e) An Occasional Teacher who accepts employment with the Employer will not be deemed unavailable on that day.
- f) An Occasional Teacher on an approved Leave of Absence will not be deemed unavailable for the duration of the Leave. Notwithstanding, for an Occasional Teacher on an approved Leave of Absence to work for another school board, the number of unavailable days shall be prorated for the remainder of the semester.
- g) Occasional Teachers shall include in their Teacher Dispatch Profile at least four (4) of the Employer's Secondary Schools, and at least ten (10) classifications.

L13.04 Removal from the List

- a) An Occasional Teacher's name shall remain on the List from semester to semester until the Occasional Teacher requests removal in writing, unless removed by the Employer for one of the following reasons:
 - i. Just Cause;
 - ii. Failure to maintain current Ontario College of Teachers membership and provide the Board with proof of such upon request;
 - iii. Membership is revoked or suspended by the Ontario College of Teachers;
 - iv. Failure to work thirty (30) days within a school year, provided the Occasional Teacher is offered assignments that are within the

Occasional Teacher's dispatch system profile. In the event that the teacher is on an approved leave of absence for a portion of the school year, the days worked requirement will be prorated;

- v. Failure to comply on two occasions with the seventy-two (72) hour notification process for cancellation of a predetermined daily assignment, pursuant to Article 14.05, following notification, on each occasion, by the Employer to the Employee and the OTBU president;
 - vi. Failure to notify the Employer of unavailability of more than twenty (20) consecutive Teaching Days, pursuant to Article 16.01(f); or,
 - vii. Failure to be available for work as outlined in Article L13.03 a). This will not apply during a period of time when the occasional teacher was on an Employer approved leave.
- b) Removal from the List will be done in consultation with the OTBU President.
- c) No Teacher's name shall be removed from the List because of unavailability due to pregnancy, long-term illness, or Federation Leave, provided that the Teacher provides advance notice to the Human Resource Services designate. Such notice will be submitted in writing or by electronic copy and will include the duration of the unavailability.

L13.05 Dispatch Procedure

- a) Occasional Teachers will be dispatched primarily through The Teacher Dispatch System. It is understood that a combination of preferred lists may be used for certain subject/curriculum areas or emergency/unique situations.
- b) All preferred lists in use will be provided to the OTBU President on or before October 1st and Feb 15th.
 - i. The Teacher Dispatch System will dispatch Occasional Teachers based on their Profile, which includes qualifications, schools, classifications, and availability.
 - ii. All Occasional Teachers holding a Certificate of Qualification in the subject discipline shall be called for a Short Term assignment

before calling a person who does not hold that Certificate of Qualification in a subject discipline.

- iii. Notwithstanding a) and b) above, priority will be given to any Occasional Teachers in the school with a part-time Long-Term Occasional or part-time permanent assignment. The Employer will endeavour to distribute these assignments in a fair and equitable manner.

L13.06 The Employer shall furnish to the OTBU President a breakdown of the membership, based on current placement in Groups A or B on or before October 1, February 15 each school year.

L13.07 When an Occasional Teacher is employed on a Letter of Permission, the OTBU President shall be notified in writing within five (5) Teaching days.

L13.08 An Occasional Teacher shall notify the Human Resource Services Designate, in writing, of any change of address and/or telephone number required by the Employer to contact the Occasional Teacher regarding teaching assignments.

Article L14 Working Conditions

L14.01 Short Term Occasional Teachers

The amount of instructional time assigned to a Short Term Occasional Teacher shall not exceed the maximum Instructional time normally assigned to a full-time Teacher.

L14.02

- a) Short-Term Occasional Teacher may be offered an assignment for less than a Full Day. Payment for an assignment of less than a Full Day, shall be pro-rated as per the pro-rating for a regular Teacher teaching the same instructional time.
- b) Each Occasional Teacher shall have a daily scheduled interval between classes for lunch break that is not less than forty (40) consecutive minutes free from regular, supervisory teaching or other assigned duties.
- c) In the event of the early dismissal of students resulting from emergency conditions, an Occasional Teacher shall be paid for the remainder of the assignment.

- L14.03 The Employer shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged Short Term assignment occur without two (2) hours notice and the Occasional Teacher reports to work, then the Occasional Teacher will be assigned teaching duties for which the Occasional Teacher will be paid equivalent to the duration of the cancelled assignment to a maximum of two-thirds (2/3) of a day.
- L14.04 An Occasional Teacher in a Short Term Assignment shall not be considered late for an assignment as a result of a late request to report for such assignment provided that the Occasional Teacher arrives within a reasonable time of receiving such late request. The Occasional Teacher shall make every effort to inform the school, for which a late-call assignment has been accepted, of the Occasional Teacher's anticipated arrival time.
- L14.05 When an Occasional Teacher accepts a pre-determined daily assignment such assignment will not be cancelled by the Occasional Teacher within seventy-two (72) hours preceding the commencement of the assignment, in order to accept a different assignment, or accept an assignment in another school board jurisdiction unless agreed to by the Employer.
- L14.06 **Long-Term Occasional Teachers**
- a) The salary for a part-time Long Term Occasional Teacher shall be pro-rated in accordance with Article 9.14 of the District 14 OSSTF Teachers' Bargaining Unit Collective Agreement. [See Appendix A.](#)
 - b) A Long-Term Occasional teacher shall be placed on the current District 14 Secondary Teachers' Salary Grid in accordance with the teacher's recognized teaching experience and Category Placement effective on the tenth (10th) consecutive day of teaching and retroactive to the first day the teacher began the Long-Term Assignment.
 - c) The continuous employment of a Long-Term Occasional Teacher shall be deemed to be unbroken in the event of an emergency school closure or inclement weather.
 - d) A Long-Term Occasional Teacher who is appointed to a Position of Responsibility, shall be paid the responsibility allowance for the position.

L14.07 **Termination of Long-Term Occasional Teaching Assignments**

In the event that a Long-Term Occasional Assignment is to be terminated prior to the originally scheduled termination date due to the early return of the permanent teacher, the teacher will be given five (5) teaching days' notice or five (5) days' pay in lieu of notice. Notice or pay in lieu of notice shall not apply in the case of termination for cause or termination within the probationary period.

L14.08 When an Occasional Teacher substitutes for a teacher who is receiving travel allowance, the Occasional Teacher is entitled to the same travel allowance.

L14.09 Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary.

L14.10 **Fifth Disease**

When a medically confirmed case of Fifth disease becomes known in a school, the Board's protocol on Fifths will be followed.

Article L15 Vacancies

L15.01 Where a known vacancy for a Long-Term Occasional position occurs, the Employer will post the vacancy electronically using the Employer's established postings management system. A minimum of three (3) calendar days in August will be given for Occasional Teachers to submit their applications. All other application times during the year will be a minimum of three (3) Teaching days.

Subject to operational requirements, the Employer will endeavour to have a period of time during July and August when no postings will be advertised to the system. By June 30 each year, the Employer will communicate to teachers and principals the period of time where no postings will be advertised.

L15.02 All qualified and eligible Occasional Teacher applicants who have completed the probationary period shall be granted an interview. However, when there are more than three (3) qualified and eligible Occasional Teacher applicants, principals may short-list to a minimum of three (3) applicants for interview purposes.

L15.03 Any Occasional Teacher who is successful in obtaining a three (3) period assignment for the first semester or a five (5) period or greater

assignment LTO posting for the upcoming school year during the spring/summer staffing process will not be eligible to apply for any positions having a commencement date that begins prior to the end of their spring/summer posting. After July 15, any occasional teacher who is successful in obtaining a two (2) period assignment in a semester will not be eligible to apply for any positions unless:

- the assignment fits with their current part-time schedule; or,
- it is a 3 period assignment for semester 1 or a 5 period or greater assignment for the upcoming school year; or,
- the assignment has a commencement date that begins after their spring/summer posting ends.

Teachers who accept a less than a three (3) period assignment in a semester will be locked into their assignment five (5) week days prior to the job commencing.

L15.04 An Occasional Teacher who is currently teaching in a Long-Term assignment with a fixed end date, shall not be eligible to apply for a new Long-Term Assignment that commences before that end date.

An Occasional Teacher who is currently teaching in a Long-Term Assignment without a fixed end date is eligible to apply for new Long-Term Assignments with a known end date for semester 2, provided the posting for the assignment closes ten (10) working days prior to the start of the second semester.

L15.05 When an LTO is filled, the OTBU President will be advised by e-mail.

L15.06 **Secondary Teaching Positions**

The Employer will consider the written applications from Occasional Teachers who have completed two or more successful Long-Term Assignments with a minimum total full time equivalent time of ten (10) months , and who are currently on the Occasional Teacher List who are interested in full-time or part-time permanent employment prior to considering the applications of external candidates. Notwithstanding the above, this article will not apply for specialist positions as identified under the Education Act and it's regulations, programs involving ESL, NSL, or instrumental music.

L15.07 Wherever possible, a Long-Term Occasional Assignment will have a fixed end date when posted.

Article L16 Leaves

L16.01 Leaves of Absence

- a) Subject to the approval of the Human Resource Services Designate, an Occasional Teacher shall be granted a Leave of Absence for more than twenty (20) consecutive days, up to and including one (1) school year, provided the Occasional Teacher is not disrupting a Long-Term Occasional Teaching assignment and has at least two (2) years of continuous employment as a secondary occasional teacher with the Employer. During the leave, the Occasional Teacher's name shall be noted as on "Employer Approved Leave" on the Secondary Occasional Teacher List.
- b) Unless otherwise requested, the Occasional Teacher's status on the Secondary Occasional Teacher List will be shown as "active" upon return to work at the end of the leave.
- c) Notwithstanding the above, subject to the approval of the Human Resource Services designate an occasional teacher may be granted a one time extension of up to one (1) year to his/her leave of absence if submitted to the Employer before June 30 of the school year.
- d) The Employer shall notify the OTBU of all leaves granted and reinstatement of the teachers to the List by way of the periodic lists provided in accordance with Article 13.06.
- e) Where Leave is granted to participate in Federation activities, such leave will not constitute a break in continuous teaching days for purposes of qualifying as a Long-Term Occasional Teacher.
- f) In the event an Occasional Teacher is going to be unavailable for a period of twenty (20) consecutive days or more during the school year, written notification or electronic notification must be supplied to Human Resource Services.

L16.02 Other Leaves of Absence for Long-Term Occasional Teachers

- a) **Bereavement Leave**
 - i. Leave of Absence without loss of pay shall be granted to a maximum of three (3) Teaching Days in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, mother, father, daughter, son, sister,

brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

- ii. Leave of Absence without loss of pay shall be granted to a teacher to a maximum of one (1) Teaching Day to attend the funeral of an aunt, uncle, niece, or nephew.
- iii. At the discretion of the Human Resource Services Designate, up to two (2) additional Teaching Days may be granted to meet exigencies of distance and special circumstances.

b) Quarantine Leave

Quarantine leave without loss of pay shall be granted to a Long-Term Occasional Teacher for a period of quarantine when declared by the Medical Officer of Health or designate. For a Daily Occasional Teacher, days booked off shall not be considered days booked as unavailable.

c) Jury or Witness Leave

Leave without loss of pay shall be granted to a Long-Term Occasional Teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged, provided that the Long-Term Occasional Teacher pays to the Employer any fee, exclusive of traveling and living expenses, that the teacher receives as a juror or as a witness.

Leave shall be granted to Daily Occasional Teachers to serve as a juror or to respond to a subpoena as a witness in any proceedings. Days booked off for Jury or Witness Leave shall not be considered days booked as unavailable.

d) Personal Leave

A Long-Term Occasional Teacher working in a full-year LTO may be granted three (3) days leave of absence without pay during the term of the Occasional Teacher's assignment for the purpose of attending to personal needs. A Long-Term Occasional Teacher working in a partial year LTO may be granted two (2) days leave of absence without pay during the term of the Occasional Teacher's assignment for the purpose of attending to personal needs. Arrangements for such leave shall be made with the Principal.

e) Pregnancy / Parental Leave

An Occasional Teacher shall be granted Pregnancy/Parental Leave in accordance with the "Employment Standards Act".

- i. 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.
- ii. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- iii. 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.
- iv. Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- v. The teacher must provide the Employer 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.
- vi. 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.
- vii. 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.
- viii. Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.

- ix. If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- x. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- xi. 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.
- xii. 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.
- xiii. An Occasional Teacher who commences or returns from pregnancy/parental leave during a long-term occasional assignment shall receive teaching experience for the duration of the long-term occasional assignment where the Occasional Teacher is on leave, provided the Occasional Teacher works a portion of the long-term occasional assignment.

f) Paternity/Adoption Leave

A leave of one (1) day without loss of pay or interruption of service shall be granted to a Long Term Occasional Teacher for the birth of the teacher's child or to receive a child through adoption.

g) Sick Leave

Sick Leave provisions are provided in [Section C9.00](#) of Part A-Central Terms.

An employee has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The employer shall notify the employee of this right.

L16.03 Federation Leave

- a) The employer will grant fifteen (15) days paid release time per school year to the president of the union (or designate) in order to conduct union business. The employee will be paid the grid rate the employee would have earned teaching for the employer. Any leave after 15 days will be reimbursed by the OTBU.
- b) Upon application by the OTBU President, release time to a maximum of twenty (20) days per school year shall be granted to OTBU for the purpose of releasing Occasional Teachers in order to carry out Federation business and
 - i. the released Occasional Teacher shall be credited with these days as days worked; and,
 - ii. the OTBU will reimburse the Board for the full cost of the Occasional Teacher's salary and benefits, if applicable; and,
 - iii. in accordance with the Letter of Understanding concerning WSIB coverage for release time, the OTBU will provide WSIB coverage for such days.
- c) Notwithstanding b) above, the OTBU President may request additional release time for the purpose of releasing Occasional Teachers to carry out Federation Business. Requests under this article shall be made no later than ten (10) working days prior to the date of the requested release, and the requests are subject to the approval of the Employer.
- d) The OTBU Unit shall notify the Employer of the names of members to receive such Federation Leave. Where possible, reasonable notice of such Leave will be provided.

Article L17 Benefits

L17.01 Benefits for occasional teachers will be subject to the Central Agreement.

Occasional teachers not eligible for benefits under the OSSTF ELHT may be eligible for benefits under the OCM OTIP Plan, provided the carrier permits.

L17.02 Employee Assistance Plan (EAP)

Where the Employer and the Union agree to share the cost of an Employee Assistance Plan (EAP), the cost will be shared on a 50/50 basis. Any changes to the current EAP arrangement may only be done by the mutual consent of the Employer and the Teachers. The contribution of each teacher will be to a maximum of \$20 annually, deducted at source.

Article L18 Rates of Pay

L18.01 All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

L18.02 The daily rates of pay shall be as follows:

a) Casual Occasional Teacher - Qualified

Effective 1 September 2008 the divisor will be 1/200 of Category 1 Year 0 of the salary grid in the OSSTF District 14 Collective Agreement.

Column A	Column B	Column C
Effective Date:	Divisor for Category 1, Year 0 of Teacher Collective Agreement	Daily Rate as calculated from column B
September 1, 2019	1 / 200	\$235.05
September 1, 2020	1 / 200	\$237.40
September 1, 2021	1 / 200	\$239.78

b) A Long-Term Occasional Teacher shall be placed on the current District 14 Secondary Teachers' Salary Grid in accordance with the teacher's recognized teaching experience and category placement effective on the tenth (10th) consecutive day of teaching and retroactive to the first day the teacher began the Long-Term assignment.

L18.03 Category Definitions and Teacher Qualifications

a) Category definitions shall be those established by the Ontario Secondary School Teachers' Federation. For the purpose of salary categorization, the Employer recognizes the Certification Rating Statement issued by the Qualifications Evaluation Council of Ontario (QECO). In case of a dispute the ruling of the OSSTF Certification

Appeal Board shall be final. Deviations from the policy which are applicable to District 14, OSSTF, are contained in Articles 18.03(b) to 18.03(d).

- b) Changes in qualification which result in a teacher being placed in a higher category shall be effective September 1, provided that:
 - i. the course of study is completed prior to September 1;
 - ii. examination(s) is (are) passed; and,
 - iii. written documentation showing successful completion of the examination(s) is received by the Human Resource Services designate on or before June 30 of the current year.

- c) Changes in qualifications which result in a teacher being placed in a higher category shall be effective January 1, provided that:
 - i. the course of study is completed prior to December 31 of the preceding year;
 - ii. the examination(s) is (are) passed; and,
 - iii. written documentation showing successful completion of the examinations(s) is received by the Human Resource Services designate on or before June 30 of the current year.

- d) Changes in qualifications which result in a teacher being placed in a higher category shall be effective March 1, provided that:
 - i. the course of study is completed prior to February 28;
 - ii. the examination(s) is (are) passed; and,
 - iii. written documentation showing successful completion of the examinations(s) is received by the Human Resource Services designate on or before June 30 of the current year.

L18.04 Additional Experience

- a) Effective September 1, 2008, partial years of experience shall be counted as full years for grid placement. Salary increments will be recognized as of September 1.

- b) Accumulation of experience for salary purposes shall not exceed ten (10) months credit for the period September 1 to August 31 inclusive.

L18.05

Additional Teaching Experience

- a) Teachers who provide proof of secondary school experience outside of Ontario and who held Ontario qualifications as defined by the Ontario College of Teachers, or equivalent, while the experience was acquired either in Canada or out-of-country, shall receive recognition on the grid for this experience. Membership in the Ontario College of Teachers is not a requirement for such recognition. Recognition for such experience must be applied for to the HR Specialist responsible for secondary teachers within three (3) months from the first day worked after being hired, and supported by appropriate documentation from the former employer(s) received no later than June 30 of the school year in which the teacher was hired.
- b) Notwithstanding the above timelines, later application for additional teaching experience recognition shall be effective the first day worked in the year of application provided that the appropriate documentation is received by the employer no later than June 30 of that school year.
- c) Teachers entering the secondary schools from the elementary schools, will have their elementary experience treated as secondary school experience for salary purposes only.
- d) Long Term occasional teaching experience, as defined in the Occasional Teacher Collective Agreement of this Employer, served with this Employer or other Boards of Education in Ontario, shall be accumulated and added to other partial years of experience for credit on the grid. Effective September 1, 2020, credit for daily teaching experience with the Employer (acquired after September 1, 2020) shall be accumulated and added to other partial years of experience for credit on the salary grid. It shall be recognized that twenty (20) full time equivalent days of accumulated experience shall equate to one-tenth of a year credit.
- e) For new hires to regular teaching positions only, Summer School and Night School teaching experience acquired with this Employer after September 1, 2000, shall accumulate for the purposes of grid placement at the rate of one (1) month (equals 20 days) for each full Summer or Night School credit course taught. Such experience shall be accumulated and added to other (partial) years of experience for credit on the grid, provided it is supported by appropriate documentation within two (2) months of the first day of work after being hired.

L18.06

Related Experience

- a) Related experience will be defined as those experiences gained through active employment in the fields of Business, Communications Technology, Computers, French Language, Indigenous Languages, Industrial, Music and Dramatic Arts at the time of hiring.
- b) Teachers who have Canadian University or Canadian Community College teaching experience shall receive recognition on the grid for this experience in accordance with (n).
- c) Recognition for related experience must be applied for within three (3) months from the first day worked after being hired, and supported by documentation from the former employer(s) received no later than June 30 of the school year in which the teacher was hired.
- d) Notwithstanding the above time-lines, later application for related experience recognition shall be effective the first day worked in the year of application provided that the appropriate documentation is received by the employer no later than June 30 of that school year.
- e) Related experience shall be equated to teaching experience for the purpose of grid placement as follows:

Related Experience Number of Years	Experience on Grid Number of Years
1	1
2	2
3	3
4	4
5	5

Related experience shall be based on the number of years, to a maximum of five (5).

- f) To be recognized, the Employer will review and determine related experience. Related experience must be in a field directly related to the subject being taught at the time of hire or in the year immediately following and have been acquired within the ten (10) year period immediately prior to commencement of teaching.
- g) At the time of hiring, the Employer shall notify the teacher of the additional teaching experience recognition and related experience recognition available to teachers.

- h) Notwithstanding L18.06 e) and in accordance with L18.06 f), those teachers who are applying for related experience in Hospitality, Construction, Manufacturing and Transportation shall receive up to a maximum of seven (7) years of related experience on the salary grid at the time of hiring. This article will apply to all new teachers hired after September 1, 2019.
- i) No teacher shall be hired at a salary higher than that being paid to a teacher of the incumbent staff having the same or equal qualification, approved experience and responsibility.

Article L19 Reporting

L19.01 For the purpose of reporting hours worked for Employment Insurance, the Employer shall record each Full Day as eight (8) hours worked.

Article L20 Professional Activity Day

L20.01 When a Professional Development Day falls within a Long-Term Assignment, the Long-Term Occasional Teacher shall be paid for that day provided they participate in the activities for the day and it shall be considered as part of the current assignment.

L20.02 It is further understood that in the case of a Casual Occasional Teacher, a Professional Activity Day will be considered a non-teaching day, and as such will not constitute a break in continuous teaching days for purposes of qualifying as a Long-Term Occasional Teacher.

L20.03 Where an Exam Day(s) fall within a Long-Term Assignment, the Long-Term Occasional Teacher shall be paid for that day(s) provided they participate in the activities for the day(s).

Article L21 Labour Management Committee

L21.01 During the life of this Collective Agreement up to three (3) representatives of the Executive of the OTBU, and up to three (3) representatives of the Employer may meet to discuss matters of mutual concern. Such meeting(s) shall be established at the request of the President of the Occasional Teacher Bargaining Unit of District 14, OSSTF, or the Human Resource Services designate.

L21.02 Occasional Teachers who serve as representatives of the OTBU on the Labour Management Committee shall be paid the appropriate rate of pay, when required to attend meetings which are called by the Employer and held during regular school hours.

Article L22 Grievance Procedure

L22.01 Definitions

- a) A “grievance” is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether or not a matter is arbitrable.
- b) A “party” shall be defined as:
 - i. District 14, OTBU, and
 - ii. The Employer
- c) “Days” shall mean regular Teaching Days unless otherwise indicated.

L22.02 Arbitration

An Occasional Teacher shall have the right to have present a representative from OSSTF to assist the Occasional Teacher at any stage in this Grievance and Arbitration Procedure.

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the parties fail to agree upon an arbitrator within fifteen (15) Teaching Days of receipt of the written notification of desire to move to arbitration the appointment shall be made by the Minister of Labour upon the request of either party.
- b) Upon request of either party the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party’s appointee to an arbitration board. The receipt of the notice shall within ten (10) Teaching Days inform the other party of the name of the appointee to the arbitration board. Where two appointees are so selected they shall within five (5) days of the appointment of the second of them appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an appointee or if the two appointees fail to agree upon a chair within five (5) days the appointment shall be made by the Minister of Labour upon the request of either party.

L22.03

Procedure

a) Informal Stage:

Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher with the Principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the OTBU may file a formal grievance at Step One, within ten (10) days of the informal stage.

b) Step One:

The OTBU may initiate a written grievance with the Human Resource Services designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i. a description of how the alleged dispute is in violation of the Collective Agreement;
- ii. a statement of the facts to support the grievance;
- iii. the relief sought; and,
- iv. the signature of the duly authorized official of the OTBU.

c) Step Two:

If no settlement is reached at Step One, the OTBU may, within ten (10) days of receipt of the written reply of the Human Resource Services designate, refer the matter to the Employer. The Employer shall meet with the OTBU's Grievance Committee within ten (10) days of receipt of the written request of District 14, OSSTF to discuss and endeavour to solve the problem.

The Employer shall answer the grievance in writing within ten (10) days of the meeting.

L22.04

If the reply of the Employer is unacceptable to the OTBU, it may, within ten (10) days of receiving the written reply of the Employer, apply for mediation or arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the Grievance Procedure.

L22.05 Policy and Group Grievance

The OTBU has the right to file a Policy Grievance or Group Grievance on behalf of two or more Occasional Teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Employer has the right to file a Policy Grievance. Any Policy or Group Grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that an Employer grievance shall be filed with the OTBU President and at Step Two, the Employer shall present its grievance to District 14, OSSTF's Grievance Committee.

L22.06 Grievance Mediation

- a) The parties may agree to use a grievance mediator in order to attempt to resolve issues that are currently in the grievance procedure.
- b) The cost of the mediator will be shared between the Employer and the the OTBU on a fifty-fifty (50/50) basis.
- c) Employees involved in the mediation of grievances will be provided with paid time away from their regular assignment to attend grievance mediation meetings.
- d) It is understood that any grievance timelines shall be extended during the mediation process.
- e) A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.
- f) The single arbitrator or Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any Occasional Teacher or Employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not majority, the decision of the Chair governs.
- g) The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

h) The single Arbitrator or Board of Arbitration shall have the power to relieve against time lines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

L22.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

L22.08 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Collective Agreement.

L22.09 Should the processing or investigation of a grievance require that a grievor or an OTBU representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Human Resource Services designate.

L22.10 **Cost of Arbitration**

The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties. Other costs incurred by each party shall be the responsibility of that party.

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Occasional Teachers’ Bargaining Unit (The “Union”)

Re: Working Conditions

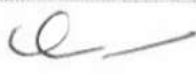
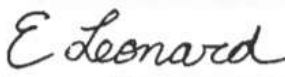
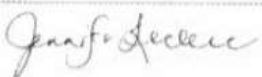

The parties agree to labour management meetings that will be held within 90 days of students’ physical return to the classroom where the parties will discuss and review best practices for welcoming and supporting occasional teachers accepting daily assignments in schools. The parties may review such matters as, but not limited to:

- Access to classroom keys
- Laptops
- Information sheets
- School maps
- Interviewing practices
- Any other information that may assist the occasional teacher in performing their duties

The committee will be made up of the three (3) representatives from OSSTF OTBU District 14 and three (3) representatives from the Employer.

The parties agree that this letter will expire on August 31, 2022.

Dated at Peterborough, Ontario this 7th day of July 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 OTBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And


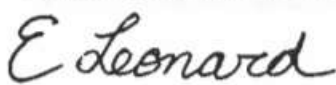
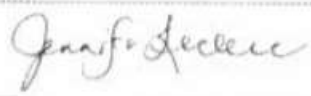

The Ontario Secondary School Teachers’ Federation, District 14 Occasional Teachers’ Bargaining Unit (The “Union”)

RE: Regulation 274/12 Hiring Practices

Should Regulation 274/12 be repealed and not be replaced by new regulation/legislation, the Employer and the OTBU agree to meet and discuss Article L15, Vacancies, within 30 working days of the Regulation’s repeal.

This letter will expire on August 31, 2022.

Dated at Peterborough, Ontario this 7th day of July 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 OTBU
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LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And



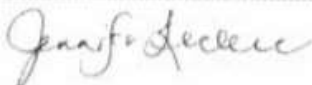
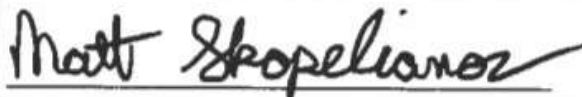
The Ontario Secondary School Teachers’ Federation, District 14 Occasional Teachers’ Bargaining Unit (The “Union”)

RE: WSIB Coverage for Teachers Release for Federation Activity

District 14, OSSTF OTBU acknowledges that occasional teachers who are released in accordance with the Collective Agreement are under the direction and control of the Federation and as such teachers are not performing any duties or responsibilities related to their employment with the Employer.

District 14, OSSTF OTBU covenant and agrees to save harmless and indemnify the Employer from and against all claims, charges, taxes, assessments, penalties and demands which may be made by the Workplace Safety and Insurance Board in respect of any Occasional Teachers on such Leave, pursuant to the Collective Agreement.

Dated at Peterborough, Ontario this 7th day of July 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 OTBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Occasional Teachers’ Bargaining Unit (The “Union”)

RE: Protocol for Placement of Teachers Declared Redundant into Long Term Occasional Positions.

Preamble

This protocol is supported by the Kawartha Pine Ridge District School Board (Employer) and the District 14 OSSTF Occasional Teacher Bargaining Unit (Union).

Eligibility

Any contract Teacher Bargaining Unit (TBU) member who is declared Redundant to the system per the TBU Collective Agreement.

Protocol for Placement

A member of the OTBU who is deemed eligible under this protocol shall be offered, where qualified and available, an offer of Long Term Occasional (LTO) position(s) that is/are the equivalent of their contract FTE. If no equivalent LTO offer exists, an offer of less than equivalent FTE shall be offered if it exists. No offer of less than 50% of the Redundant member’s Contract FTE shall be made, unless the Redundant Contract member has contacted the OTBU and requested to be made an offer of less than 50% of their Contract FTE.

The offer of an LTO shall occur in order of the teacher’s TBU seniority, subject to qualifications and the recall provisions outlined in the collective agreement between the Employer and the OSSTF TBU.

The OTBU President shall be included by email of every offer made to an OTBU Redundant Member, and shall be forwarded a master list of which OTBU members received which offer, on which date, and whether the offer was accepted or not.

Additional Parameters

1. A teacher on the recall list shall only be offered LTO position(s) ONCE per year of Redundancy.
2. A teacher on the LTO List who refuses an LTO position shall remain on the LTO List and may apply for any other LTO positions along with all other eligible teachers on the LTO List.

Union Dues



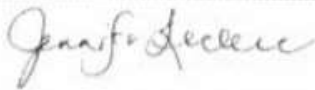

All teachers on LTO List covered by this protocol shall submit their union dues to the OTBU until they are recalled to a contract position.

Duration

This agreement is subject to Annual Review by request of either party prior to May 31st for changes to the upcoming school year. Revisions to this agreement must be by mutual consent.

(Originally dated November 24, 2014)

Dated at Peterborough, Ontario this 7th day of July 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 OTBU
	
	

COLLECTIVE AGREEMENT

This Collective Agreement is made this



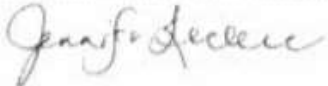
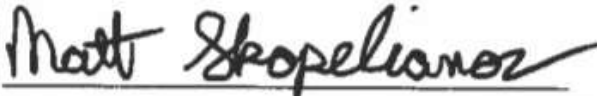
7th day of July 2020

Between

Secondary Occasional Teachers of District 14, of the Ontario Secondary School Teachers' Federation

And

The Kawartha Pine Ridge District School Board

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 OTBU
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Appendix A

(From Collective Agreement between OSSTF District 14 and Kawartha Pine Ridge District School Board)

L9.14 Part Time Teachers

L9.14.01 For a part-time teacher, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Agreement shall be prorated in the ratio that the teacher’s assignment bears to a full-time assignment of six (6) periods out of eight (8) periods plus the Additional Professional Duties as outlined in Article L9.01.01.

Part-time Pro-Rating		Maximum Half-Periods each of on-calls and 15-minute supervisions	
Assignment (Periods)	FTE Status	On-calls	Supervisions
0.5	0.083	3	5
1.0	0.167	5	9
1.5	0.250	7	14
2.0	0.333	9	18
2.5	0.417	11	23
3.0	0.500	13	27
3.5	0.583	15	32
4.0	0.667	17	36
4.5	0.750	19	41
5.0	0.833	21	45
5.5	0.917	23	50
6.0	1.000	25	54

L9.14.02 Every effort will be made to ensure that a part-time teacher, assigned in two (2) periods in one (1) semester, is assigned those two (2) periods either in the morning or in the afternoon, but not in both unless agreeable to the teacher.

L9.14.03 To the extent possible, part-time teachers shall have their on-calls and supervisions blocked in the period of time closest to the start of the teaching assignment or end of the teaching assignment.

Appendix B

(From Collective Agreement between OSSTF District 14 and Kawartha Pine Ridge District School Board)

Article L5 Salary Schedule

L5.01.01

<i>Effective September 1, 2019 to August 31, 2020</i>				
Years in Experience	Category 1	Category 2	Category 3	Category 4
0	47,011	52,092	56,594	58,810
1	53,114	55,378	60,398	63,026
2	56,166	58,659	64,204	67,245
3	59,219	61,937	68,012	71,462
4	62,275	65,219	71,816	75,681
5	65,321	68,503	75,624	79,893
6	68,376	71,781	79,431	84,111
7	71,428	75,065	83,237	88,329
8	74,480	78,342	87,042	92,546
9	77,531	81,624	90,851	96,762
10	80,572	84,900	94,649	100,973

<i>Effective September 1, 2020 to August 31, 2021</i>				
Years in Experience	Category 1	Category 2	Category 3	Category 4
0	47,481	52,613	57,160	59,398
1	53,645	55,931	61,002	63,656
2	56,728	59,246	64,846	67,917
3	59,811	62,557	68,692	72,176
4	62,897	65,871	72,534	76,438
5	65,975	69,188	76,381	80,692
6	69,059	72,499	80,225	84,952
7	72,142	75,816	84,070	89,212
8	75,225	79,125	87,913	93,472
9	78,306	82,440	91,759	97,730
10	81,378	85,749	95,595	101,982

Effective September 1, 2021 to August 31, 2022

Years in Experience	Category 1	Category 2	Category 3	Category 4
0	47,956	53,139	57,731	59,992
1	54,182	56,491	61,612	64,292
2	57,295	59,838	65,495	68,596
3	60,410	63,182	69,379	72,898
4	63,526	66,530	73,260	77,202
5	66,634	69,879	77,145	81,499
6	69,750	73,224	81,027	85,802
7	72,863	76,574	84,910	90,104
8	75,977	79,916	88,792	94,406
9	79,089	83,265	92,677	98,707
10	82,192	86,607	96,551	103,002