



COLLECTIVE AGREEMENT

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

(hereinafter referred to as “the Employer”)

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25 Occasional Teacher Bargaining Unit)**

(hereinafter referred to as “the Bargaining Unit”)

Effective 1 September 2019 to 31 August 2022

SECONDARY OCCASIONAL TEACHERS (OSSTF DISTRICT 25)

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PART A

OSSTF TBU CENTRAL COLLECTIVE AGREEMENT PROVISIONS

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) A Central Parties may engage in informal discussions of the disputer 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.

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

- a) Family Medical Leave or Critically 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: (Please print)	Employee Signature:		
Employee ID:	Telephone No:		
Employee Address:	Work Location:		
1. Health Care Professional: The following information should be completed by the Health Care Professional			
Please check one:			
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3			
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.			
First Day of Absence: _____		General Nature of Illness (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 (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	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 (please specify):
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 (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):	

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 _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
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2B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.

Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: dd mm yyyy
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy	

Completing Health Care Professional Name:
(Please Print)

Date:

Telephone Number:

Fax Number:

Signature:

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

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

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

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

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

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

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

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

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

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

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

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

**LETTER OF AGREEMENT #4
BETWEEN**

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;

- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).

- b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or

- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 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 STDLP.
- (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
OSSTF DISTRICT 25 - SEC OT LOCAL COLLECTIVE AGREEMENT
PROVISIONS

ARTICLE L1 - PURPOSE

- L1.01 It is the purpose of the Parties to this Agreement, hereinafter referred to as this “Collective Agreement” or the “Agreement”, to set forth the negotiated conditions of employment together with the salaries and benefits of Occasional Teachers, hereinafter referred to as “Occasional Teachers”, or “Daily Occasional Teachers” or “Long Term Occasional Teachers”, covered by this Collective Agreement and employed by the Ottawa-Carleton District School Board in its secondary schools.
- L1.02 It is the purpose of this Agreement to establish mutually beneficial relations between the Employer and the Ontario Secondary School Teachers' Federation (OSSTF) District 25, Occasional Teacher Bargaining Unit.
- L1.03 Where reference indicating gender or sex is used throughout this Agreement, any other gender or sex shall be equally included.

ARTICLE L2 - AMENDMENT AND EFFECTIVE PERIOD

- L2.01 Any amendment to, or variation in, procedures specifically set out in the terms of this Collective Agreement shall be in writing and by mutual consent of the Employer and the Bargaining Unit.
- L2.02 Except as specifically provided, the terms and conditions of this Agreement shall have effect on the date of ratification.
- L2.03 In the event legislative changes are tabled which may render null and void any provision of this agreement, or which may necessitate accommodation of any provisions of the Agreement, either Party may give notice to the other Party requesting a meeting of the negotiating teams to address these matters. This meeting to discuss legislative changes shall normally be held within thirty (30) days.

ARTICLE L3 - RECOGNITION

- L3.01 The Ottawa-Carleton District School Board recognises the Ontario Secondary School Teachers' Federation as the bargaining agent for all Occasional Teachers employed by the Board in the secondary panel.
- L3.02 The Employer recognizes the Negotiating Committee of the Bargaining Unit as the official body to represent the Union and to negotiate on their behalf. The

Bargaining Unit recognises the Negotiating Committee of the Ottawa-Carleton District School Board as the official body to represent the Ottawa-Carleton District School Board and to negotiate on their behalf.

- L3.03 The Employer recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L3.04 The OSSTF and the Bargaining Unit recognize the right of the Board to authorize any duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.

ARTICLE L4 - DEFINITIONS AND SCOPE

- L4.01 Occasional Teacher shall be as defined in the Education Act.
- L4.02 (a) Long Term Occasional Teacher means an Occasional Teacher who is employed for one period of ten (10) consecutive days or more as a replacement for one secondary teacher employed by the Employer the "Qualifying Period". It is understood that an Occasional Teacher who is hired and commences a posted long term occasional teaching assignment according to Article L12 shall not be required to complete a Qualifying Period.
- (b) For the purpose of establishing the Qualifying Period, a partial day (i.e. part-time assignment) shall be counted as one (1) day.
- (c) During the Qualifying Period, absence without pay for personal reasons of two (2) days or less will not break the continuity of service but the days absent will not be included as part of the Qualifying Period.
- (d) During the Qualifying Period, absences for professional activities or professional development days, will not break the continuity and will be included as part of the Qualifying Period.
- (e) During the Qualifying Period, absences for days spent on Federation Leave (L19) or in negotiations (L9) that occur within the Qualifying Period will not break the continuity of service and will form part of the Qualifying Period.
- (f) Unless otherwise stipulated in this Collective Agreement, absences for personal reasons or for professional activities or professional development will be granted without pay.

- (g) The status, rights and salary applicable to employment as a Long Term Occasional Teacher shall be pro-rated to the actual full-time equivalent assignment.

L4.03 Daily Occasional Teacher means an Occasional Teacher on the List who is employed on any basis other than as set out in Article L4.02.

L4.04 (a) Occasional Teacher List, as outlined in Article L11, means a list of all Occasional Teachers who have been accepted by the Ottawa-Carleton District School Board to teach as Occasional Teachers in the secondary panel of the Board.

(b) Throughout the Agreement, "List" shall mean the Occasional Teacher List unless otherwise specified.

L4.05 Certified means an Occasional Teacher who holds a valid Ontario College of Teachers Certificate of Qualifications and who is a member in good standing of the Ontario College of Teachers.

L4.06 Uncertified means an Occasional Teacher who does not hold a valid Ontario College of Teachers Certificate of Qualifications or who is not a member in good standing of the Ontario College of Teachers.

An Occasional Teacher on a Letter of Permission shall not be added to the Occasional Teacher List.

L4.07 Qualified means having a specific subject qualification on a valid Ontario College of Teachers Certificate of Qualifications.

L4.08 Contract Teacher means an employee whose employment with the Board includes any secondary contract teaching assignment.

L4.09 Bargaining Unit means the OSSTF District 25 Occasional Teacher Bargaining Unit."

L4.10 Union, OSSTF, O. S. S. T. F., and Federation all mean the Ontario Secondary School Teachers' Federation.

L4.11 Board or Employer means the Ottawa-Carleton District School Board.

L4.12 Parties means the Bargaining Unit and the Board.

ARTICLE L5 - UNION SECURITY

L5.01 (a) As a condition of employment with the Ottawa-Carleton District School Board, all Secondary Occasional Teachers will maintain membership in the

Union and pay the required dues. OSSTF will notify the Employer of the OSSTF dues owing and such amount will be deducted from each pay.

Nothing in this provision shall require the Employer to discharge an employee.

(b) Such dues shall be remitted to the Treasurer of the OSSTF, 49 Mobile Drive, Toronto, within thirty (30) days of the dues being deducted. A copy of each dues submission list submitted to the OSSTF shall also be sent to the Bargaining Unit President.

(c) The Union agrees to provide the Employer with notice in writing of its desire to alter the amount of such dues before 31 August in each year. Changes in dues shall be implemented by the Employer in the first possible pay period following such notice or at such later date as may be requested.

L5.02 (a) Subject to the capability of the Employer's payroll processing programs, the Employer shall deduct a local levy from the salary payments made to employees.

(b) The Bargaining Unit shall notify the Employer of the local levy owing, and agrees to provide the Employer with at least four (4) weeks' notice in writing of its desire to alter the amount of such local levy.

(c) All local levies deducted shall be remitted to the Treasurer of the OSSTF, District 25 within thirty (30) days of the levies being deducted. A levy submission list will be provided listing Daily Occasional Teachers and Long Term Occasional Teachers. The list will be submitted to the OSSTF and shall also be sent to the Bargaining Unit President. The list will contain the employee's name and the amount of levies deducted.

L5.03 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

L5.04 The statement of remuneration (T4) income tax slip provided each year by the Employer shall indicate the amount of fees paid by each Occasional Teacher during the previous calendar year.

L5.05 By 30 September each year, the Board shall provide the Bargaining Unit President with a statement of the total number of paid secondary daily occasional teaching assignments for the previous school year.

ARTICLE L6 - STRIKES AND LOCKOUTS

L6.01 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and "lock-out" shall have the meanings ascribed to them in the School Boards Collective Bargaining Act.

L6.02 In the event of a strike by other employees of the Board, the Parties agree that:

- i) the Employer shall notify the President of the Bargaining Unit immediately when the situation is evident;
- ii) a Consultative Committee comprised of two (2) representatives of the Bargaining Unit and two (2) representatives of the Employer shall meet to discuss the ramifications of the strike as they pertain to the members of the Secondary Occasional Teacher Bargaining Unit;
- iii) where the parties mutually agree, a meeting may be held jointly with other OSSTF Local Units.

Specifically the committee will address the following issues:

- iv) the health, safety and duties of the Secondary Occasional Teacher Bargaining Unit's members during the strike;
- v) other strike related issues which may affect members of the Secondary Occasional Teacher Bargaining Unit.

ARTICLE L7 - MANAGEMENT RIGHTS

L7.01 The Union recognizes and accepts that it is the right of the Employer to manage its affairs, schools and employees except as expressly limited in this Agreement.

L7.02 The Employer agrees that none of its rights or functions will be exercised in a manner that is inconsistent with the terms and provisions of this Agreement or the prevailing statutes governing education and labour in the province of Ontario.

L7.03 The Parties recognize the right of each party to obtain assistance from advisors, agents or counsel to assist the party in matters pertaining to the negotiation and administration of this Agreement. Each party shall be responsible for all fees and expenses incurred to provide for the service of their representatives.

L7.04 The Board and the Union agree that the provisions of this Article do not preclude consultations by the Board and the Union concerning any matters relating to members of this Bargaining Unit.

L7.05 No Discrimination

The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any

employee by reason of any grounds protected under the Ontario Human Rights Code.

ARTICLE L8 - CORRESPONDENCE

L8.01 Unless otherwise provided within this Agreement all correspondence between the parties arising out of or incidental to this Agreement shall pass to and from the President of the Bargaining Unit and the Superintendent of Human Resources or designate.

ARTICLE L9 - NEGOTIATING COMMITTEE

L9.01 For purposes of negotiations between the parties, the Employer shall recognize a Bargaining Unit Collective Bargaining Committee.

L9.02 A maximum of three (3) Occasional Teachers serving on the negotiating team shall receive the appropriate daily rate or, in the cases of LTOs, the applicable salary grid rate, as outlined in Article L13.

L9.03 The Bargaining Unit shall notify the Superintendent of Human Resources of the names of its elected and appointed representatives.

ARTICLE L10 - LABOUR MANAGEMENT COMMITTEE

L10.01 The Labour Management Committee shall consider and attempt to resolve issues of mutual concern and issues arising from new or revised legislation with the objective of promoting positive relations between the Board and Occasional Teachers. It shall be composed of up to three (3) Bargaining Unit members and up to three (3) Board representatives. Bargaining Unit Representatives will be paid at the applicable salary rate for attendance at such meetings to a maximum of three (3) meetings per year. Each party shall be entitled to additional resource persons at its own cost.

L10.02 Meetings shall occur within two (2) weeks of a request by either party unless both parties agree to a later date. A minimum of two (2) meetings per year shall be scheduled with at least one (1) meeting in each semester unless otherwise mutually agreed. Wherever reasonably possible, proposed agendas will be set no later than one (1) week prior to the meeting, but may be amended by mutual consent.

ARTICLE L11 - OCCASIONAL TEACHER LIST

- L11.00 An Occasional Teacher must be a member of the Ontario College of Teachers and be qualified to teach in Ontario to be eligible for inclusion on the Occasional Teacher List, (the “List”).
- L11.01 The Employer shall provide the List, comprising members of the Bargaining Unit who are available for occasional teaching assignments in secondary schools. The initial electronic list shall be available on or before 30 September and updated monthly.
- L11.02 The List will be maintained by the Employer alphabetically and by subject area.
- L11.03 The names of teachers who officially make themselves available for occasional teaching assignments and have been accepted to the List by the OCDSB shall comprise the List or shall be added to the List or subsequent lists. A teacher must submit the necessary documentation to the Employer, as required. Failure to provide the necessary documentation will result in either not being entered or being deleted from the List. Any request by an Occasional Teacher to update information must be submitted in writing and supported by the appropriate documentation.
- L11.04 For each Bargaining Unit Occasional Teacher whose name is entered on the List, the following information will be provided:
- (a) name,
 - (b) address,
 - (c) telephone number(s),
 - (d) subject(s) in which the teacher is qualified according to their Ontario College of Teachers Certificate of Qualification,
 - (e) teaching preferences regarding specific school(s) and geographical locations,
 - (f) Employee Identification Number,
 - (g) status (e.g. OT, LTO).
- L11.05 The List will be closed between January 1 to April 30 to new additions for the current school year subject to exceptions based on operational need. The Bargaining Unit President will be consulted before any exceptions are made.
- L11.06 Maintenance of Status on the List
- (a) An Occasional Teacher who has not worked three (3) assignments from September 1 to June 30 shall be removed from the List as of July 15 of each year and required to reapply.

- (b) Part-time contract teachers and teachers on union release to OSSTF will be excluded from the application of Article L11.06 (a).
- (c) Notwithstanding anything else in this Agreement, a Contract Teacher who is declared partially or fully redundant maintains the right to be placed on the List.
- (d) An Occasional Teacher, whose name has been removed from the List, shall be notified in writing that they have been removed from the List.

L11.07 When names are added to or deleted from the List or corrections are made to the List, the Bargaining Unit shall be so notified monthly. It is understood that deletions from the List will only be available one month following the purging of the List.

ARTICLE L12 - STAFFING

L12.01 Requirement to Post

A vacancy will require the hiring of a Long Term Occasional Teacher, as defined in Article L4 - Definitions, when it is known at the outset of the absence that a regular teacher will be absent for a period of time as defined in Article L4.

L12.02 If an Occasional Teacher has been performing the duties of an absent teacher and it becomes known that the position will become a Long Term Occasional position, the position will be posted.

L12.03 The Board shall post all positions replacing Contract and Long Term Occasional Teachers who have been approved for a leave of absence that would normally be filled with a Long Term Occasional Teacher.

L12.04 When a vacancy as described in Article L12.03 arises, a notice of the vacancy shall normally be posted for at least five (5) working days. Notice of all Long Term Occasional teacher vacancies shall be forwarded to the Bargaining Unit President.

L12.05 Interview and Selection

- (a) The Board shall fill known long term occasional teaching positions from among the Occasional Teachers whose names appear on the last published List. At least three (3) qualified applicants, including Occasional Teachers who are not in receipt of a teacher's pension will be interviewed. If fewer than three (3) qualified applicants apply, all applicants will be interviewed. Occasional Teachers who wish to be considered for a long term occasional teaching position must apply to the posting.

- (b) The Employer shall notify the Bargaining Unit President if it intends to post externally for a vacant position.
 - (c) A list of Long Term Occasional Teachers will be provided to the President of the Bargaining Unit on a monthly basis as set out in the dues submission list.
- L12.06 Principals, or their designate, shall inform any Occasional Teacher who is interviewed for any long term occasional vacancy of the results of such an interview as soon as practicable. An Occasional Teacher who has been unsuccessful in the interview, shall, upon request, be entitled to a debriefing by the interviewer.
- L12.07 (a) In the event that the position cannot be filled in accordance with Article L12.05 (a), the Board may, in consultation with the Bargaining Unit President, appoint a Long Term Occasional Teacher on a Letter of Permission or advertise externally.
- (b) The names of Long Term Occasional Teachers hired on Letters of Permission from the Ministry and Letters of Approval from the College of Teachers will be provided to the Bargaining Unit President.
- L12.08 (a) Unless impracticable under the circumstances, the Employer agrees to provide the Union reasonable notice whenever any substantive changes or upgrades are made to the operation of the electronic call out system.
- (b) Whenever it is reasonable to do so, the Union's feedback and/or input will be requested with respect to any substantive changes or upgrades that are being considered.

ARTICLE L13 - SALARY

L13.01 Grid Placement

(a) With Certificate

A Long Term Occasional Teacher who holds a valid OSSTF Certification Rating statement and OSSTF Certification Rating statement covering letter or Qualifications Evaluation Council of Ontario (QECO) rating statement on file with the Employer shall be paid according to the corresponding salary group on the salary schedule of the Collective Agreement between the Ottawa-Carleton District School Board and the OSSTF District 25 (Teacher Bargaining Unit) with teaching experience as recognised under Article L13 (Salary) of this Collective Agreement.

(b) Without Certificate

A Long Term Occasional Teacher who does not hold a valid OSSTF Certification Rating statement and OSSTF Certification Rating statement covering letter or Qualifications Evaluation Council of Ontario (QECO) rating statement on file with the Employer shall be paid Group 1 of the salary schedule of the Collective Agreement between the Ottawa-Carleton District School Board and the OSSTF District 25 (Teacher Bargaining Unit) with teaching experience as recognised under Article L13 (Salary) of this Collective Agreement.

(c) Retroactivity

A Long Term Occasional Teacher as defined in Article L4 (Definitions and Scope), will receive salary in accordance with Articles L13.01 (a) and L13.01 (b) retroactive to the first day of the assignment.

(d) Pay Grid

By September 30 of each year, the current salary grids of the Teachers' Bargaining Unit will be published to the GEM conference for the information of Occasional Teachers.

L13.02 Proration for Part-time Assignments

The parties agree that the wage rates specified herein shall be prorated for less than full-time assignments.

L13.03 Category Changes

A Long Term Occasional Teacher who submits a copy of their Rating Statement to the Human Resources Officer (Academic) for a change in category placement shall receive the adjustment as follows:

- (a) If the statement is received between 1 September and 31 December inclusive, providing courses are completed prior to 31 August, the teacher's salary shall be adjusted retroactive to 1 September or to the beginning of the LTO assignment, whichever is later.
- (b) If the statement is received between 1 January and 31 May inclusive, providing the courses are completed prior to 31 December, the teacher's salary shall be adjusted retroactive to 1 January or the beginning of the LTO assignment, whichever is later.
- (c) When a Long Term Occasional Teacher, through no fault of their own, cannot provide Human Resources with acceptable proof before the above-mentioned dates, the retroactive adjustment will be protected within the

school year if written notifications of the new qualifications and the attempts to establish their new category is provided before the 31 December or the 31 May cutoff dates, as applicable. An acknowledgment card from QECO shall be considered as acceptable proof. Such salary adjustment shall be withheld until acceptable proof is furnished by the teacher to the Director of Education or designate.

L13.04 Teaching Experience for Long Term Occasional Teachers

- (a) Part-time or full-time teaching experience as a regular day school teacher gained while engaged as a teacher holding an Ontario College of Teachers Certificate or its equivalent shall be credited by the Board in determining a Long Term Occasional teacher's placement on the salary scale.
- (b) Effective August 31, 2022 part-time or full-time teaching experience as indicated in Article L13.04 (a) will include long term occasional teaching experience in addition to regular day school experience. Eligible LTO experience will be calculated in accordance with L13.04(f). This provision shall not result in any retroactive effect or payments prior to August 31, 2022.
- (c) It is the responsibility of the Occasional Teacher to provide the Human Resources Department with official Certificate(s) of Teaching Experience.

A certificate of experience shall indicate: whether the employment was part-time/full-time, probationary/permanent as a regular day school teacher on contract or as a Long Term Occasional Teacher and whether the experience is elementary/secondary; start and end dates; if any leaves were taken and signature of school board representative.

- (d) Any change in a Long Term Occasional Teacher's credited contract experience shall be made retroactive to the beginning of the pay period in which the Certificate of Experience was received by the Human Resources Department.

(e) Annual Long Term Occasional Experience

Teachers on long term occasional teaching assignments with the OCDSB shall be credited with previous long term occasional experience up to a maximum of five (5) years' experience where the individual assignments exceed four (4) months in duration. Credit shall be on the basis of one month equals 0.1 year. Credits for the previous year's experience shall be recorded each 31 August. A teacher must be employed for at least one-half of the available school days in a given month to gain credit for a full month's teaching experience for that month.

Effective August 31, 2022, teachers on long term occasional teaching assignments with the OCDSB shall be credited with previous experience (acquired on or after August 31, 2021) up to a maximum of five (5) years' experience. Credit shall be on the basis of one month being equal to 0.1 year. Credits for the previous year's experience shall be recorded each 31 August. A teacher must be employed for at least one-half of the available school days in a given month to gain credit for a full month's teaching experience for that month.

This provision shall not have retroactive effect.

- (f) Effective August 31, 2022, teachers with long term occasional teaching assignments with other Boards (in accordance with the requirements of L13.04(a) to (d)) shall be credited with previous experience up to a maximum of five (5) years' experience. Credit shall be on the basis of one month being equal to 0.1 year. Credits for the previous years' experience shall be recorded each 31 August. A teacher must be employed for at least one-half of the available school days in a given month to gain credit for a full month's teaching experience for that month.

This provision shall not have retroactive effect.

(g) Daily Occasional Teaching Experience

Effective August 31, 2022, teachers shall be credited with daily occasional teaching experience with the OCDSB (acquired on or after August 31, 2021) of 0.1 credit for every 36 FTE days worked. The maximum credit that a teacher can acquire for occasional teaching experience will be 0.5 per school year. Daily occasional teaching experience credit will be up to a maximum of five (5) years. Credit shall be recorded each August 31.

This provision shall not have retroactive effect

L13.05 Daily Occasional Teacher Rate

Effective 1 September 2019, Daily Occasional Teachers who have an Ontario College of Teachers Certificate of Qualifications or its equivalent shall be paid \$233.76 for each day of employment.

Effective 1 September 2020, Daily Occasional Teachers who have an Ontario College of Teachers Certificate of Qualifications or its equivalent shall be paid \$236.10 for each day of employment.

Effective 1 September 2021, Daily Occasional Teachers who have an Ontario College of Teachers Certificate of Qualifications or its equivalent shall be paid \$238.46 for each day of employment.

The above rates include a daily sum of \$4.00 in lieu of benefits.

L13.06 Each amount paid to a Daily or Long Term Occasional Teacher under this Article shall be reduced by an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation. Vacation pay and statutory holiday pay shall be paid over and above the reduced basic salary.

L13.07 Long Term Occasional Assignment Letter

Reasonable efforts will be made by Human Resources to provide written confirmation of a long term occasional assignment within two (2) weeks of the start date of the assignment. It is understood that this timeline may not be met during peak periods. An Occasional Teacher placed on a long term occasional teaching assignment will receive a letter from the Human Resources Department confirming the assignment as follows: the effective date, the expected end date if known, the salary category, experience, and the per diem rate.

L13.08 Notice Period for Long Term Occasional Assignments

An Occasional Teacher on a long term occasional teaching assignment shall normally be given five (5) days notice of the termination of the assignment. It is understood that the Occasional Teacher shall accept any reasonable occasional teaching assignments in order to permit the Employer to fulfil this notice requirement. It is further understood that where a scheduled assignment coincides with the dates as stipulated at the commencement of the assignment, no further notice will be required.

In a similar manner, a teacher shall be required to give five (5) days notice.

L13.09 Cancelled Assignments

- (a) When reasonably possible, the Daily Occasional Teacher will be notified by the Principal/Vice-Principal or designate of a cancellation of an assignment the day before the originally scheduled assignment.
- (b) Where an employee reports for work and upon reporting is informed that their scheduled assignment is cancelled, the employee will be paid for either half of the assignment (in the case of an assignment originally scheduled for .5 of the day or greater) or the full assignment (in the case of an assignment that was originally scheduled for less than .5 of the day). In these instances, the employee may, at the Employer's option, be assigned professional duties by the Principal or designate to be performed during any part of the paid period. It is understood that this provision does not allow for an Occasional Teacher to be paid twice for the same period of time.
- (c) In the event of a same day emergency closure of a school or early dismissal for emergency reasons, the Occasional Teacher will be paid for their scheduled assignment.

- (d) An Occasional Teacher shall not be considered late for an assignment as a result of a late request provided the teacher arrives within a reasonable time of receiving such late request.
- (e) Where a Daily Occasional Teacher knows that they will not be able to teach on an assigned work day due to illness or another unforeseen circumstance, the Occasional Teacher will make every effort to cancel the assignment as soon as possible and by 6:30 a.m. on the morning of the assignment. They may cancel the assignment independently through Apply to Education provided that they also notify a member of the school's administration by way of email.

ARTICLE L14 - PAY DATES

- L14.01 (a) Occasional Teachers will be paid on a bi-weekly basis by direct deposit in a financial institution with a computerized system compatible with that used by the Ottawa-Carleton District School Board. Statements of earnings will be provided electronically.
- (b) The scheduled pay and cut-off dates for each school year shall be provided to the Bargaining Unit President.
- L14.02 Where an Occasional Teacher's salary payment requires adjustment due to an error, the Board agrees to consult with the Occasional Teacher to arrange for the correction of the error.

ARTICLE L15 - WORKING CONDITIONS

L15.01 Respectful Workplace

Policy P.119.HR and Procedure PR.625 (Respectful Workplace), as established by the Employer and amended from time to time, shall apply to employees covered by this Collective Agreement.

L15.02 Workload

A Long Term Occasional Teacher shall only assume the assigned duties of the absent teacher being replaced and shall be bound by all workload provisions of the absent teacher.

L15.03 Access

- (a) The school Principal or designate shall ensure that an Occasional Teacher has reasonable access (including keys where operationally feasible) to classrooms and

any required workspaces. An Occasional Teacher will also be provided with records, courses of study, texts, files, supplies, equipment, and all other requirements necessary to perform the duties assigned. Reasonable access to Board or school administrative procedures shall be provided. Support shall be provided from school administration in emergency situations, supervision and discipline.

- (b) The school Principal or designate shall ensure that an Occasional Teacher resource booklet is made available to the Occasional Teachers reporting to work. The book shall be maintained with up-to-date information and will include how to contact the office from a classroom phone and emergency procedures. It is understood that such information may be provided to the Occasional Teacher electronically, at the Employer's option.

L15.04 Lunch Period

An Occasional Teacher whose assignment exceeds one half (1/2) of the regular school day shall receive a forty (40) minute uninterrupted lunch period.

ARTICLE L16 - PREGNANCY LEAVE BENEFITS

- (a) The Employer shall provide for permanent and Long-term Occasional Teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross
- (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 STDLP.
- (g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- (i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- (j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- (l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

ARTICLE L17 - LEAVES

L17.01 Compassionate Leave

- (a) A Long Term Occasional Teacher shall be entitled to up to three (3) days leave with pay and benefits allowance in each school year in the event of serious illness or death in the family, other than as specified in (b), or other personal reasons.
- (b) In the event of death in the immediate family (parent, spouse or child) five (5) days leave with pay shall be granted per occasion.

The leave and its duration must be authorized by the Principal. Additional days absence without pay may be authorized by the Principal and will not interrupt the continuity of the assignment.

L17.02 Court Leave

A Long Term Occasional Teacher who must be absent from work by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which they are not a party or one of the persons charged, shall be paid the difference between normal earnings and the fees they receive as a juror or as a witness.

L17.03 Quarantine

(a) Long Term Occasional Teacher

Leave with pay shall be granted in any case where, because of exposure to a communicable disease, a Long Term Occasional Teacher is quarantined or otherwise prevented by order of the Medical Officer of Health or designate from attending to their duties.

(b) Daily Occasional Teacher

Leave with pay shall be granted in any case where, because of exposure to a communicable disease on site and during a teaching assignment, an Occasional Teacher is quarantined or otherwise prevented by order of the Medical Officer of Health or designate from attending to their duties. The Occasional Teacher must provide proof of a job request to qualify for this leave.

L17.04 Other Leave - Without Pay

- (a) A Long Term Occasional Teacher may be granted a special leave of absence without pay or benefits up to a maximum of two (2) days. While this time shall not count in any consideration of consecutive days or determination of sick leave credits, neither shall it be deemed an interruption of consecutive days.
- (b) After the completion of one (1) year of employment as an Occasional Teacher, an Occasional Teacher may request, and upon request the Board shall grant, a leave of absence without pay for up to one (1) school year (September to June). Written notice of the start and end dates of the leave must be submitted to the Human Resources Department prior to the commencement of the leave. Leaves without pay may be extended by mutual consent of the teacher, the Union and the Board. An Occasional Teacher may terminate their leave early and return to active duty with five (5) days written notice. Occasional Teachers on leave of absence without pay for a full school year will not be subject to the provision of Article L11.06.

ARTICLE L18 - FAMILY MEDICAL LEAVE

L18.01 In accordance with the Employment Standards Act an employee will be entitled to Family Medical Leave without pay for up to twenty-eight (28) weeks.

Entitlement to Leave

- (a) An employee is entitled to a leave of absence without pay of up to twenty-eight (28) weeks to provide care or support to an individual described in L18.01 (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- (b) Article L18.01 (a) applies in respect to family members as defined in the Employment Standards Act, 2000.
- (c) The employee may begin a leave under this article no earlier than the first day of the week in which the period referred to in L18.01 (a) begins.
- (d) The employee may not remain on a leave under this section after the earlier of the following dates:
 - (i) The last day of the week in which the individual in L18.01 (b) dies;
 - (ii) The last day of the fifty-two (52) week period starting on the first day of the week in which the period referred to in L18.01 (a) begins.
- (e) For the purposes of this article, "week" means a period of seven consecutive days beginning on Sunday and ending on Saturday.
- (f) An employee may take a leave under this article only in periods of entire weeks.
- (g) If two or more employees take leaves under this article in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed twenty-eight (28) weeks during the period referred to in L18.01 (a) that applies to the first certificate issued.
- (h) An employee who wishes to take leave under this article shall advise the Employer, in writing, that they will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave, in writing, as soon as possible after beginning the leave. Notwithstanding this provision, an employee must report daily absences to their supervisor.

- (i) The employee will provide to the Employer a medical certificate referred to in L18.01 (a) indicating that a member of the family is gravely ill with significant risk of death within 26 weeks.
- (j) If an employee takes a further leave, in the event death did not occur within the fifty-two (52) weeks referred to in L18.01 (a), the employer may request a copy of the required certificate as provided for under this legislation.

L18.02 General Provisions for Family Medical Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of Family Medical Leave subject to Article L13.04.
- (b) The continuations of any applicable benefit coverage shall be governed by the terms and conditions of the Central Agreement, The Employee Life and Health Trust ("ELHT"), and the pension provider.
- (c) Sick leave credits shall accumulate for the employee during the time of Family Medical Leave, subject to the entitlements under Article C.9.00.
- (d) Where a Long Term Occasional Teacher requires replacement as a result of Family Medical Leave, the Employer will select a replacement from the original selection process under Article L12 where appropriate, or elect to staff the position by posting the position in accordance with Article L12.
- (e) Where the replacement teacher becomes a Long Term Occasional Teacher, the Employer shall be required to provide notice under Article L13.08.
- (f) The teacher on Family Medical Leave shall have the right to return to the long term occasional assignment, provided the leave does not extend beyond the return of the regular teacher.

ARTICLE L19 - FEDERATION LEAVE

- L19.01 (a) At the request of the Bargaining Unit, the Board shall arrange to pay the Bargaining Unit Release Officer(s) at a rate of pay determined by the Bargaining Unit, prorated. The request must be for a consistent portion of each pay period and shall be directed to and arranged with the Superintendent of Human Resources or designate at least thirty (30) days prior to the beginning of the leave. The Parties may mutually agree to waive the thirty (30) day requirement.
- (b) The Board shall grant leave to Occasional Teachers, at the request of the Bargaining Unit President, for the purpose of conducting Union Business. These requests in full or one-half, one-third or two-thirds day increments shall not exceed seventy-five (75) teaching days in total in any one school year for the Bargaining Unit and no more than five (5) teaching days in each semester for a

Long Term Occasional Teacher in any one school year. Where the request relates to an employee who occupies another active position with the Employer, the release request will so indicate. In such circumstances, the Employer reserves the right to refuse the release request where it would unreasonably impact operational requirements.

L19.02 The Bargaining Unit agrees to reimburse the Board for the full amount paid in accordance with Article L19.01.

ARTICLE L20 - PROBATIONARY PERIOD

- L20.01 (a) An Occasional Teacher shall be considered to be on probation until the employee has taught a minimum of thirty (30) occasional teacher instructional days within one (1) school year or forty (40) occasional teacher instructional days within two (2) school years.
- (b) An Occasional Teacher who has previously completed their probationary period within the Bargaining Unit and is rehired for the List within a period of three (3) school years shall be considered on probation until the employee has taught a minimum of fifteen (15) occasional teacher instructional days within one (1) school year.
- (c) In the event of a break in active service during the probationary period, e.g. leave of absence, the probationary period as defined in L20.01 (a) will recommence immediately following the absence. In the event that the break in active service is due to a statutory leave, the remainder of the probationary period as defined in Article L20.01(a) shall be completed after the return to work.

ARTICLE L21 - PERFORMANCE EVALUATION

- L21.01 Any evaluation of an Occasional Teacher shall be done by, and signed by the Principal/Vice-Principal with a copy to the Occasional Teacher. A meeting shall be held to discuss the evaluation at the request of either party.
- L21.02 The Occasional Teacher shall be given an opportunity to initial or sign the evaluation and to make written comments if so desired. This opportunity shall occur before anyone other than the Occasional Teacher and the Principal/Vice-Principal see the evaluation. Initials or signature indicates only that the Occasional Teacher has seen the evaluation.

ARTICLE L22 - DISCIPLINE AND DISCHARGE

- L22.01 No Occasional Teacher shall be demoted, discharged, dismissed, disciplined in any way, or have their name removed from the List without just and sufficient cause.
- L22.02 A meeting shall be held between the Occasional Teacher and the Employer to discuss disciplinary action. The Employer shall notify the Occasional Teacher, in writing, of the need for this meeting and of their right to Union representation. The Occasional Teacher shall be allowed a minimum of forty-eight (48) hours excluding weekends and public holidays to arrange for the attendance of Union representation at the meeting, if desired. Subsequent to this meeting, the Occasional Teacher shall be notified, in writing, of any grounds for discipline or discharge and the Bargaining Unit President or designate shall receive a copy.
- L22.03 Notwithstanding any other provision of this Agreement, a probationary employee may be discharged for reasons less serious than a non-probationary employee.

ARTICLE L23 - LOCAL GRIEVANCE/ARBITRATION PROCEDURE

Definition

- L23.01 A "grievance" shall be defined as any dispute related to the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- L23.02 The Parties to any grievance or arbitration under this provision shall be:
- i) the Board, and
 - ii) the Bargaining Unit
- L23.03 For the purposes of this Article, the definition of day shall be a day for the purposes of the Day School program.
- L23.04 An Occasional Teacher who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the Principal or immediate supervisor and attempt to resolve the matter informally. If the discussion does not result in the satisfactory settlement of the complaint within five (5) days, the Bargaining Unit, on behalf of the Occasional Teacher, may submit a grievance as provided herein.
- L23.05 The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance arbitration procedure.

- L23.06 A grievance dealing with the dismissal of an employee, subject to Article L22 (Discipline and Discharge), may be submitted directly to Step 2 of the grievance procedure, within ten (10) working days of the employee being officially advised of dismissal.

Individual Grievance

L23.07 Step 1

A grievance(s) must be signed by the President of the Bargaining Unit or designate and submitted in writing to the Superintendent of Human Resources or designate within twenty-five (25) days of the time the grievor became aware, or should have been aware, of the circumstance(s) or relevant facts giving rise to the grievance. The written grievance shall set out the name(s) of the grievor(s), the facts giving rise to the grievance, the provision(s) of the Collective Agreement alleged to have been violated, and shall indicate the specific relief sought.

The Superintendent or designate shall respond to the grievance in writing within ten (10) days of the receipt of the grievance.

L23.08 Step 2

Failing settlement at Step 1, the grievance may be submitted by the Bargaining Unit in writing to the Director of Education within ten (10) days of the receipt of the response from the Superintendent of Human Resources or designate. Within ten (10) days of receipt of the grievance a meeting will be held with the grievor, a Bargaining Unit representative and the Director of Education, or designate(s). A written response will be provided to the Bargaining Unit from the Director of Education or designate within ten (10) days of the meeting.

L23.09 Step 3

Failing settlement at Step 2, the Bargaining Unit may submit the grievance to arbitration within ten (10) days of receipt of the response.

Policy Grievance

- L23.10 The Union and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance is one which affects a group of teachers or the entire membership. A policy grievance shall be filed directly to Step 2.

A policy grievance must be submitted within twenty-five (25) days of the time the grieving party became aware, or should have been aware, of the circumstances or the relevant facts giving rise to the grievance.

Grievance Mediation

- L23.11 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation at any state of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the person and the timeline for grievance mediation to occur.

The timelines in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

Arbitration

- L23.12 A grievance which is not settled through the grievance procedure outlined in the foregoing provisions may be submitted for binding arbitration pursuant to the Ontario Labour Relations Act, provided the grieving party shall provide written notice to the other party within ten (10) days of receipt of the response at Step 2 of its intention to refer the matter to arbitration.

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 to an Arbitrator within twenty (20) working days of receipt of the written referral to arbitration, the appointment shall be made by the Minister of Labour at the request of either party.

Notwithstanding the above, upon written request of either Party, the grievance shall be submitted to a Board of Arbitration.

In the event either party submits a grievance to an Arbitration Board, the notice shall contain the name of the first Party's nominee to an Arbitration Board. The recipient of the notice shall, within seven (7) days, inform the other Party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the initial notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario at the request of either Party.

- L23.13 Each of the Parties shall bear one-half (1/2) the expenses of the Arbitrator. In the event of an Arbitration Board each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairman of the Arbitration Board. The parties shall pay their own expenses for attending at the hearing.

- L23.14 No person shall be appointed as Arbitrator or to a Board of Arbitration who has been involved in an attempt to resolve the grievance or has been a party to the negotiation of this collective agreement without the consent of both parties.
- L23.15 The Arbitrator or the Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement or which would add to, alter, modify, or otherwise amend any part of this Collective Agreement.
- L23.16
- (a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the parties.
 - (b) One or more of the steps in the grievance procedure may be omitted with the written consent of the parties, with respect to the processing of a particular grievance.
 - (c) If at any stage of the grievance arbitration procedure the party submitting the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.
 - (d) If at any stage of the grievance arbitration procedure the party in receipt of the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the party submitting the grievance may proceed directly to the next step in the procedure.
 - (e) A grievor's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the work day.

ARTICLE L24 - PROFESSIONAL DEVELOPMENT

- L24.01 A Long Term Occasional Teacher who is scheduled to work when there is a professional activity day shall be paid at a rate prorated to their long term occasional assignment, provided that the Teacher participates in the scheduled professional activities. a professional activity day shall not interrupt a Long Term Occasional teaching assignment.
- L24.02 Subject to space availability, all teachers on the List may participate in Board approved professional development activities without pay. All incidental costs shall be borne by the Occasional Teacher.
- L24.03 Occasional Teachers may apply to the appropriate Superintendent for professional development funding in order to attend conferences, courses and other

professional development activities. Approval for funding shall reside with the Superintendent.

- L24.04 A fund of seven thousand five hundred dollars (\$7,500.00) will be provided to the Bargaining Unit no later than September 1 of each year. These funds will be administered by the Bargaining Unit and will be used to provide professional development opportunities for Occasional Teachers. The Bargaining Unit will provide a report outlining the spending of these funds to the employer no later than 30 June of each year. Effective September 1, 2015, any funds that remain unused at the end of the school year shall be returned to the Board. The Bargaining Unit shall be permitted to carry forward unused amounts for up to one year.
- L24.05 The board will provide a complete list of names of Occasional Teachers participating in NTIP to the Bargaining Unit each year.

ARTICLE L25 - HEALTH AND SAFETY

- L25.01 The Parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations.
- L25.02 The Parties further recognize the Bargaining Unit representation on this committee.

ARTICLE L26 - HUMAN RESOURCES FILES

- L26.01 (a) (i) An Occasional Teacher or a Bargaining Unit representative having written authorization from the Occasional Teacher shall, upon making an appointment, have access during normal business hours to the official human resources file that relates to the Occasional Teacher in the presence of a representative from the Human Resources Department. Such access shall be granted with twenty-four (24) hours prior notice.
- (ii) The only recognized human resources file of an Occasional Teacher shall be maintained in the Human Resources Department of the Board.
- (b) An Occasional Teacher shall receive a copy of any documentation placed in the file which may be detrimental to the Occasional Teacher, with a copy sent to the Bargaining Unit President at the Occasional Teacher's request.
- (c) The Occasional Teacher, or the Bargaining Unit, if so requested by the Occasional Teacher, shall have the right to respond in writing to any document contained in or to be placed in the Occasional Teacher's human

resources file. The written response shall become part of the Occasional Teacher's permanent personal record.

- (d) Access to and disclosure of any personal information on an Occasional Teacher shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- (e) Where the Board and the Occasional Teacher agree that information in the file is inaccurate, it shall be corrected.
- (f) Where the Board amends information on the human resources file, the Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on inaccurate information.
- (g) Where the Board is required to furnish information on an Occasional Teacher to an outside agency by a court order or legislative requirement, the Occasional Teacher will be notified that this information has been requested and has been or will be provided except where otherwise prohibited by law.

L26.02 Disciplinary Notations

At the Occasional Teacher's request, the Board shall remove a record of disciplinary action or other documents of a disciplinary nature (other than performance appraisals) from the teacher's file after three (3) years uninterrupted time on the List (excluding leave periods) provided there has been no disciplinary action in the interim. Notwithstanding, any such record which is required to be retained by statute or any discipline concerning abuse (including sexual or physical misconduct) shall, at the teacher's request, be retained by the Board in a separate, sealed envelope but shall not be further disclosed or relied upon for purposes of progressive discipline, except as required by law.

ARTICLE L27 - DISTRIBUTION OF THE AGREEMENT

- L27.01 The Employer shall ensure that this Agreement will be available electronically. Where either party requires printed copies of the collective agreement, they shall be responsible for the costs and distribution of such copies.

ARTICLE L28 - GENERAL

L28.01 Mileage

Where an Occasional Teacher replaces an itinerant Contract Teacher, the Occasional Teacher will be paid the mileage/kilometer rate for travel according to Board Policy, as amended from time to time.

L28.02 Bulletin Boards

The Employer will provide bulletin board space in each secondary school for posting notices.

L28.03 Mailbox

The Employer will provide a mailbox in each secondary school for distributing materials to Occasional Teachers.

L28.04 Meeting with Principal Representatives

The Parties agree that, on an annual basis, at the request of either party, a meeting of representatives of the Secondary School Principals, representatives of the Board and representatives of the Bargaining Unit will be convened to discuss issues of concern to the parties. Follow-up meetings may be held with mutual consent.

L28.05 Record of Employment Requests

The Employment and Immigration Canada Record of Employment (ROE) shall be issued as soon as possible following receipt of the employee's request.

ARTICLE L29 - POSITIONS OUTSIDE OF THE BARGAINING UNIT

L29.01 A member of the Bargaining Unit, as defined in Article L4 - Definitions and Scope, shall not be required by the Employer to complete performance appraisals of a member of another bargaining unit.

ARTICLE L30 - ACCOMMODATION

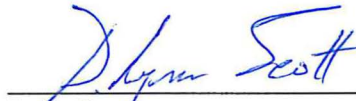
L30.01 Where an Occasional Teacher is identified as requiring an accommodation, the Employer and the Bargaining Unit will consult to seek an appropriate accommodation for the Occasional Teacher. Where a workplace accommodation or Return to Work meeting is convened by the Employer, the employee will be advised, in advance, of the right to union representation at the meeting.

ARTICLE L31 - CRIMINAL BACKGROUND CHECKS

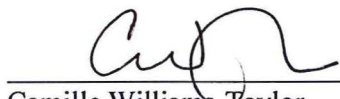
- L31.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.
- L31.02 The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.
- L31.03 Any disciplinary action related to the criminal background checks or the Offence Declarations required may be the subject of a grievance.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THIS 15th DAY OF June, 2022 IN THE CITY OF OTTAWA.

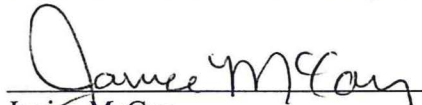
OTTAWA-CARLETON DISTRICT SCHOOL BOARD




Lynn Scott
Chair of the Board




Camille Williams-Taylor
Director of Education/Secretary of the Board



Janice McCoy
Superintendent of Human Resources



Colin Anderson
Principal




Laura Scott
Labour Relations Officer




Christine Marleau
Human Resources Officer


OSSTF (OCCASIONAL TEACHERS' UNIT)



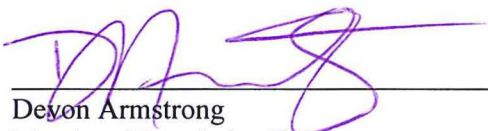
Kelly Gannon
President



Ben Loucks
Chief Negotiator



Melanie Barclay-Wood
Member, Negotiating Team



Devon Armstrong
Member, Negotiating Team

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT
OSSTF District 25 (Ottawa-Carleton)

RE: DAILY ABSENCES, ASSIGNING WORK AND EMERGENCY DAILY
OCCASIONAL TEACHERS

The Parties agree to establish a Joint Committee for the purposes of reviewing the following issues:

- Unfilled daily absences;
- Methods of assigning work to Daily Occasional Teachers; and
- The use of Emergency Daily Occasional Teachers.

The Committee shall consist of three (3) representatives of the Federation and three (3) representatives of the Employer. The first meeting of the Committee shall occur no later than 90 days after the latest date of ratification of this Agreement (subject to natural breaks). The Committee shall meet on three (3) occasions and shall complete its work by the end of April 2022.

It is understood that the purpose of the Committee is to review and discuss current practices with respect to these issues as well as potential areas for improvement. The Committee shall have no decision making ability and shall be limited to discussion, exchange of ideas and, if applicable, recommendations.

Signed in the City of Ottawa this 15th day of June 2022.

Ottawa-Carleton District School Board

Occasional Teacher Bargaining Unit,
OSSTF District 25 (Ottawa-Carleton)


Chair of the Board


President


Director of Education/Secretary of the Board


Chief Negotiator

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT
OSSTF District 25 (Ottawa-Carleton)


RE: EMPLOYMENT INSURANCE

For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as eight (8) hours worked.

Renewed in the City of Ottawa this 15th day of June 2022.

Ottawa-Carleton District School Board

Occasional Teacher Bargaining Unit,
OSSTF District 25 (Ottawa-Carleton)




Chair of the Board



President



Director of Education/Secretary of the Board



Chief Negotiator

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT
OSSTF District 25 (Ottawa-Carleton)

RE: LIST RE LEAVE WITHOUT PAY AND RETIRED TEACHERS

By 30 January, 2022, the Board will provide to the Bargaining Unit President a list of all Occasional Teachers who are on Leave of Absence for the year and a list of Retired Teachers on the List. This letter of understanding expires August 30, 2022.

Signed in the City of Ottawa this ^{15th} day of *June* 2022.

Ottawa-Carleton District School Board

Occasional Teacher Bargaining Unit,
OSSTF District 25 (Ottawa-Carleton)


Chair of the Board


President


Director of Education/Secretary of the Board


Chief Negotiator