

COLLECTIVE AGREEMENT

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD

(HEREIN AFTER REFERRED TO AS THE “BOARD”)

AND

**THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION
REPRESENTING DISTRICT 18**

SECONDARY OCCASIONAL TEACHERS

(HEREIN AFTER REFERRED TO AS THE “UNION”)

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

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Part A:

Central Terms

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 SEPARATE CENTRAL AND LOCAL TERMS

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

C1.2 IMPLEMENTATION

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

C1.3 PARTIES

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

C1.4 SINGLE COLLECTIVE AGREEMENT

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

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

C2.1 TERM OF AGREEMENT

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

C2.2 AMENDMENT OF TERMS

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

C2.3 NOTICE TO BARGAIN

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 DEFINITIONS

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

C5.2 CENTRAL DISPUTE RESOLUTION COMMITTEE

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

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

C5.3 THE GRIEVANCE SHALL INCLUDE:

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

C5.4 REFERRAL TO THE COMMITTEE:

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

C5.5 VOLUNTARY MEDIATION

- a) The central parties may, on mutual agreement, request the assistance of a mediator.

- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 SELECTION OF THE ARBITRATOR

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

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT BENEFITS

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 FUNDING

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

C7.4 FULL-TIME EQUIVALENT (FTE) AND EMPLOYER CONTRIBUTIONS

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

C7.5 BENEFITS COMMITTEE

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

C7.6 PRIVACY

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

C7.7 BENEFITS NOT PROVIDED BY THE OSSTF ELHT

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

C7.8 BENEFITS FOR DAILY OCCASIONAL TEACHERS

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

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

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

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

C7.9 PAYMENT IN LIEU OF BENEFITS

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

C7.10 WSIB TOP-UP

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

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

C7.11 LONG-TERM DISABILITY (EMPLOYEE PAID PLANS)

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

C9.1 SICK LEAVE/SHORT TERM LEAVE AND DISABILITY PLAN – TEACHERS (EXCLUDING DAILY OCCASIONAL TEACHERS)

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.

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

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

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

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

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

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

dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

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

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

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

g) Administration

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

- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. SICK LEAVE CREDIT-BASED RETIREMENT GRATUITIES

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

B. OTHER RETIREMENT GRATUITIES

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: <i>(Please print)</i>		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

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

LETTER OF AGREEMENT #1

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 STLDL.
- 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 STLDL through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following

the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

PART B:

**LOCAL COLLECTIVE
AGREEMENT**

L – ARTICLE 1 - PURPOSE

- L1:01 The intent of both Parties and the purpose of this agreement is to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and by providing a procedure for the equitable settlement of grievances between the parties.

L – ARTICLE 2 - RECOGNITION

- L2:01 The Employer, known as the Upper Grand District School Board, hereinafter referred to as the Board, recognizes the Ontario Secondary School Teachers' Federation, hereinafter referred to as the Union, as the bargaining agent for all Occasional Teachers employed by the Board in its secondary panel.
- L2:02 The Board recognizes the Negotiating Committee of the Union as the official body to represent the Occasional Teachers in the secondary panel in the conduct of negotiations.
- L2:03 The Ontario Secondary School Teachers' Federation and the Bargaining Unit recognize the Negotiating Committee of the Board as the official body to represent the Board in the conduct of negotiations.
- L2:04 The Board recognizes the right of the Federation or the Bargaining Unit to be represented by their staff officers or any other duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise or represent the Federation or the Bargaining Unit in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2:05 The Federation and the Bargaining Unit recognizes the right of the Board to be represented by the Ontario Public School Boards' Association, or an affiliate Association, or any duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise or represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2:06 A Secondary Occasional Teacher Labour/Management Co-operative Committee shall be established with no more than three (3) representatives of each of the Bargaining Unit or designates, and management or designates, to discuss matters of concern, including but not limited to automatic call-out system and system wide initiatives. The Committee will meet at the request of either party at a time mutually agreed upon. The Committee may make recommendations to the Senior Administrator of Human Resources or designate.
- L2:07 The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members.

L2:08 The Board shall notify the Bargaining Unit president prior to the imposition of any formal disciplinary action, including but not limited to any matters pertaining to the demotion, suspension, or dismissal of individual Occasional Teachers.

L – ARTICLE 3 – DEFINITIONS

See also Part A: Central Agreement [C3.00 Definitions](#)

- L3:01 “Occasional Teacher” shall mean an Occasional Teacher as defined in the Education Act as amended from time to time.
- L3:02 “Occasional Teacher on a Short-Term Assignment” means an Occasional Teacher hired to teach for a period of fewer than nine (6) consecutive teaching days.
- L3:03 “Occasional Teacher on a Long-Term Assignment” and “LTO Teacher” means an Occasional Teacher hired to teach for a period of nine (9) or more consecutive teaching days.
- L3:04 In the event of an interruption of not more than two (2) days in a specific teaching assignment, the qualifying period to meet the definition of a Occasional Teacher on a Long-Term Assignment will be extended for a period equal to the interruption.
- L3:05 “Occasional Teacher Roster” means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the secondary panel. It is understood that all Occasional Teachers must be members in good standing of the Ontario College of Teachers and must have a Certificate of Qualification from the Ontario College of Teachers or Interim Certificate of Qualification. All certification and required documentation must be submitted to the Senior Administrator of Human Resources or designate before a candidate’s name is placed on the Occasional Teachers’ Roster.
- L3:06 “Certified” means an Occasional Teacher who holds a valid Certificate of Qualification or a valid Interim Certificate of Qualification and Registration and is a member in good standing of the Ontario College of Teachers.
- L3:07 “Bargaining Unit” means the O.S.S.T.F. District # 18 Upper Grand District School Board Occasional Teachers’ Bargaining Unit.
- L3:08 “Union” and “OSSTF” and “O.S.S.T.F” and “Federation” all mean the Ontario Secondary School Teachers’ Federation.
- L3:09 “Board” means the Upper Grand District School Board.
- L3:10 “Parties” mean the Bargaining Unit and the Upper Grand District School Board.

- L3:11 “Probationary Occasional Teacher” means a teacher covered by this Collective Agreement who has not completed thirty (30) teaching days of employment as an Occasional Teacher with the Board. It is understood that the probationary period of thirty (30) teaching days may be extended by one (1) thirty (30) day period at the exclusive discretion of the Senior Administrator of Human Resources or designate.

L – ARTICLE 4 - CORRESPONDENCE

- L4:01 All correspondence between the Parties arising out of this Agreement shall pass between the Senior Administrator of Human Resources or designate and the President of the Bargaining Unit or designate.

L – ARTICLE 5 – UNION DUES AND CHECK OFF

- L5:01 On each pay date on which an employee is paid the Board shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days before the expected date of change.
- L5:02 The Provincial OSSTF dues deducted, as in clause L5.01, shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3, no later than the fifteenth (15th) of the month following the date on which the deductions are made. Such remittance shall be accompanied by a dues submission list showing the names, wages earned, wages earned to date, dues and assessments deducted and the time worked for each Occasional Teacher from whose wages the deductions have been made.
- L5:03 Levies specified by the Bargaining Unit, if any, shall be deducted, and remitted to the Treasurer of the Bargaining Unit no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a dues submission list showing the names, wages earned, wages earned to date, dues and assessments deducted and the time worked for each Occasional Teacher from whose wages the deductions have been made.
- L5:04 Occasional Teachers covered by this Collective Agreement shall be members of O.S.S.T.F.
- L5:05 The Federation shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and any form of liability, as a result of deductions authorized by the Union.
- L5:06 The Income Tax Slips (T4) provided each year by the Board, shall indicate the amount of the dues paid by each Occasional Teacher during the appropriate year.

L – ARTICLE 6 - MANAGEMENT RIGHTS

- L6:01 The Board agrees to exercise its management rights in a reasonable way and in a manner which is neither discriminatory, arbitrary nor in bad faith and in accordance with the Acts and Regulations of the Province of Ontario.
- L6:02 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration, save and except to the extent specifically modified by a provision of this Agreement.
- L6:03 Without limiting the generality of the foregoing, the Board's rights shall include:
- a) the right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
 - b) the right to determine, alter and eliminate services, programs and courses offered;
 - c) the right to discipline, including disciplinary demotion;
 - d) the right to dismiss and layoff Occasional Teachers, subject to the employee's rights under the appropriate Act;
 - e) the right to designate or establish departments, organizational units or areas of study;
 - f) the right to select individuals to positions of responsibility, and to determine job functions;
 - g) the right to make, change and enforce reasonable rules, regulations and all other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the province of Ontario;
 - h) the Board agrees that members of the Teachers' Bargaining Unit (excluding temporary vice-principals) and/or the Occasional Teacher Bargaining Unit shall not participate in an interview if any candidate is a member of the OTBU for any type of teaching or occasional teaching position within the Board.
- L6.04 The Board's right to discipline shall be only for just cause.
-

L – ARTICLE 7 - NO DISCRIMINATION

- L7:01 Each of the parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced against any Occasional Teacher because of:
- Age
 - Ancestry, colour, race
 - Citizenship
 - Ethnic origin
 - Place of origin
 - Creed
 - Disability
 - Family status
 - Marital status (including single)
 - Gender Identity, gender expression
 - Record of offences (in employment only)
 - Sex (including pregnancy and breastfeeding)
 - Sexual orientation.
 - Legal union activities

L – ARTICLE 8 - ACCESS TO INFORMATION

- L8:01 The Board shall provide Occasional Teachers with copies of any material placed in their personnel files, including any document respecting the performance or conduct of that Occasional Teacher, within seven (7) calendar days of filing such material.
- L8:02 Material may be removed from an Occasional Teacher’s personnel file at the request of the Occasional Teacher and with the approval of the Board. Disciplinary material shall be removed from an Occasional Teacher’s personnel file, upon receipt of a written request from the Occasional Teacher, after two (2) discipline-free years where no follow-up difficulty has occurred during the two (2) year period, unless the Senior Administrator of Human Resources or designate determines that the discipline was for serious misconduct.
- L8:03 The Board shall ensure all medical records provided to the Board’s Wellness and Employee Health Department are stored in a confidential manner in a secure location.

L – ARTICLE 9 – COLLECTIVE AGREEMENT COPIES

See also Part A: Central Agreement [C1.00 Structure and Content of Collective Agreement](#)

- L9:01 The Board and Federation agree to post copies of the Collective Agreement to their respective websites or intranets. Each party will be responsible for the printing and costs associated with printing, the required number of copies of the Collective agreement that they need.
- L9:02 The Board shall provide notification via email or hard copy of the location of the Collective Agreement on the Board’s intranet (currently UGshare) to new hires to the Occasional Teacher Roster within 15 (fifteen) calendar days of being added to the roster.
- L9:03 Within 30 (thirty) calendar days of finalization of the agreement by both parties, the Board shall provide notification via email or hard copy of the location of the Collective Agreement to each member of the bargaining unit and to all secondary school principals and vice-principals.
- L9:04 New Occasional Teachers on a Long-Term Assignment (not on the roster) who accept teaching assignments shall be provided notification via email or hard copy of the location of the Collective Agreement within 30 (thirty) days of their teaching assignment.

The names of these new members of the Bargaining Unit shall be submitted to the bargaining unit on a monthly basis by the last working day of each month.

L – ARTICLE 10 – OCCASIONAL TEACHERS’ ROSTER

- L10:01 An Occasional Teacher must be a member in good standing of the Ontario College of Teachers in order to be placed on the Occasional Teachers’ Roster.
- L10:02 Only Teachers on the Occasional Teachers’ Roster shall receive calls for short-term occasional teaching assignments except where the Board is required to appoint a person in the event of an emergency.
- L10:03 The Occasional Teacher Roster shall be limited to thirty-four percent (34 %) of the Board’s FTE allotment of teachers, such percent to include those teachers assigned to the Occasional Teacher Priority-Calling List for teaching the Developmentally Delayed.
- Where the Roster is not sufficient to meet the board’s specific program needs and/or to supply Occasional Teachers to the system the Board may, after consultation with the Bargaining Unit, increase the number of names on the Roster, to maintain a sufficient pool of names. This increased number shall not exceed two percent (2%) of the limit specified above.
- L10:04 There shall be no additions made to the Occasional Teachers’ Roster without prior consultation with the members of the Secondary Occasional Teachers Labour/Management Committee.
- L10:05 The Occasional Teachers’ Roster shall provide the following information for each Occasional Teacher: Full name, Telephone number, mailing address, and subjects that the Occasional Teacher is qualified to teach. Occasional Teachers shall be listed in alphabetical order.
- L10:06 Occasional Teachers shall notify the Human Resources Department of the Board, in writing, of any changes of qualifications or address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- L10:07 The Board shall send an up-to-date Occasional Teachers’ Roster to the Bargaining Unit by September 15th and February 28th in each school year.
- L10:08 The Board shall send an up-to-date list of those Teachers from the Occasional Teachers’ Roster employed on Long-Term assignments to the Bargaining Unit by the 30th of each month.
- L10:09 Upon request, and with reasonable notice, up to four times a year, and at no cost to the Bargaining Unit, the Board will provide the Bargaining Unit with a set of mailing labels of those teachers on the Occasional Teachers' Roster. The Bargaining Unit may purchase additional labels at cost.

L10:10 Where an Occasional Teacher requests, in writing, that their name be removed from the Roster, the Board will remove it, and will notify the Bargaining Unit in writing within 10 (ten) working days of their removal from the Roster.

SENIORITY AND RECALL

L10:11 The Board shall maintain a seniority list showing each Occasional Teacher's name and seniority ranking.

L10:12 For the purpose of determining rank on the seniority list, as of September 1, 2014, seniority shall be defined as the earlier of; the date on which the Occasional Teacher has been appointed to the roster, or the first date worked as an Occasional Teacher on a Long-Term Assignment for the Board provided there has been no break in service of greater than two (2) years.

L10:13 The Seniority list shall be rank-ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.

L10:14 If two or more Teachers have the same seniority, ranking among them shall be based on the number of full days teaching in schools of the Board.

If two or more Teachers have the same ranking under the above paragraph, ranking among them shall be based on the number of years of experience teaching.

In the event that a tie in rank-ordering occurs, the tie shall be broken by lot conducted by the Senior Administrator of Human Resources or designate and witnessed by the Bargaining Unit President or designate.

L10:15 The seniority list shall be effective as of June 30th of each year and shall be posted on the staff web portal (currently UGshare) by September 1st of each year.

L10:16 The Board shall forward a copy of the seniority list effective as of June 30th of each year to the President of the Bargaining Unit no later than September 1st of each school year.

L10:17 Errors in the calculation of a member's seniority shall be brought to the attention of the Board and the Bargaining Unit President by the member by October 1st or the list shall be deemed correct.

L10:18 Absence from work due to an approved or statutory leave of absence shall be without loss of seniority.

L10:19 i) An Occasional Teacher who is on an approved leave for at least one full semester shall:

a) remain on the Occasional Teacher Roster, as appropriate;

- b) not count towards the cap referenced in Articles L10.03, L10.04, and for the semester(s) in which the leave occurs;
 - c) count towards the cap referenced in Articles L10.03 and L10.04, for the semester following completion of the leave.
- ii) An Occasional Teacher who is on an approved leave for less than one full semester shall:
- a) remain on the Occasional Teacher Roster, as appropriate;
 - b) count towards the cap referenced in Articles L10.03 and L10.04.

L10:20 Should Occasional Teacher names need to be removed from the Occasional Teacher Roster in order to remain in compliance with the requirements of Articles L10.03 and L10.04:

- a) such removal shall be made on the basis of seniority beginning with the most junior,
- b) such removal shall take place no later than August 15th for the following school year,
- c) the Board will keep names of the Occasional Teachers removed from the Roster on file for recall purposes, in accordance with Article L10:21.

L10:21 Recall

- a) The right to recall shall be for twenty-four (24) months from the date of being removed from the Occasional Teacher Roster in accordance with Article L10.20.
- b) The Board shall not advertise externally or hire externally to the Occasional Teacher Roster until the following process has been completed.
 - i. Where it is necessary for the Board to add names to the Occasional Teacher Roster, it shall first recall by registered email those teachers with the greatest seniority and offer them the opportunity for employment as an Occasional Teacher.
 - ii. For the twenty-four (24) month recall purposes, a Teacher shall have two (2) days, excluding weekends and statutory holidays, following the registered email being sent to accept or decline the recall. In the event that a Teacher fails to respond to the recall notice within the prescribed timelines, the Board's obligation to recall shall be met unless there are reasonable grounds acceptable to the Board for the failure to respond.
 - iii. For clarity, Occasional Teachers on the Recall List are required to provide a current email address to Human Resources.

L – ARTICLE 11 – CALLING OF OCCASIONAL TEACHERS FOR LONG-TERM & SHORT-TERM OCCASIONAL TEACHING ASSIGNMENTS AND ACCESS TO INTERVIEWS

- L11:01 The Board shall use an electronic system to distribute offers of work to Occasional Teachers on Short-Term Assignments using a qualifications-based random-order system.
- L11:02 In the event that the electronic system fails, a manual system employed by the Board for the offer of assignments to Occasional Teachers shall distribute such offers.
- L11:03 If a position has not been filled by the Board’s electronic call out system, the Board may hire a person who is not on the Occasional Teachers’ Roster to teach on a short-term basis. The Bargaining Unit President shall be provided on a monthly basis with a monthly list of each day worked, identifying the location and dates that the person was hired to teach in the case of an emergency.
- L11:04 Assignments in Technological Studies shall be made on a subject-specific basis, using Ministry of Education specified subjects.
- L11:05 Assignments in Special Education shall be made on a subject-specific basis, using Ministry of Education specified subjects.
- L11:06 The subject qualifications of the Occasional Teacher shall be registered in the electronic call-out system and shall not include qualifications not indicated on their College of Teachers qualification record.
- L11:07 Offers of work shall not be pre-arranged, with the following exceptions:
- a) where a short-term assignment needs to be extended beyond its original length, the appropriate administrator shall offer this extension to the teacher on the original assignment. Should that teacher wish to accept, but is already booked into another school within the Board, the administrator may attempt to arrange a switch.
 - b) Where a Long-Term part-time Occasional Teacher is available in the school during the period(s) in question, the school administrator may offer that teacher short-term assignments.
 - c) Special circumstances where specialty qualifications are required (e.g., CELP).
 - d) Compassionate reasons.
- L11:08 Job Shopping shall not be enabled for Occasional Teachers.

Access to Interviews: Long Term Occasional Teaching Assignments

L11:09

- a) The Board shall post Long-Term Occasional Teaching assignments internally on the Board intranet (currently UGshare) and the Board website for at least five (5) business days prior to the closing date for applications; When deemed necessary by the Board, Long-Term Occasional Teaching assignments shall also be posted on Apply to Education. At the time of posting a dated copy of each posting shall be forwarded to the Bargaining Unit.
- b) The Board shall include in all postings only those requisite qualifications recognized by the Ontario College of Teachers.
- c) Notwithstanding (b) above, where necessary to meet program requirements, a posting may include additional qualifications consistent with and limited to legal requirements.

11.10 The Board will provide an interview to a minimum of three (3) qualified applicants, provided that at least (3) three qualified applicants apply, from the Occasional Teacher Roster who apply for the position. The applicant(s) must note on their application that they are currently on the Occasional Teacher Roster. For clarity, an interview does not guarantee placement into the long-term occasional position.

11.11 It is understood that where all else is equal amongst applicants, first consideration shall be provided to the qualified members from the Occasional Teacher Roster.

11.12 Unsuccessful candidates interviewed for long-term positions from the Occasional Teacher Roster shall receive notification from the Board that they were not the successful candidate within five (5) days of the Board's decision.

11.13 Unsuccessful candidates who make the request shall be provided feedback within 30 days of the interview to assist the member's success in the future.

11.14 When a candidate selected for a long-term position does not come from the Occasional Teacher Roster, the Human Resources Department shall notify the Bargaining Unit President within ten business (10) days of the decision and provide a rationale.

Access to Interviews: Permanent Contract Positions

When a full or part-time secondary teaching position becomes available, should the Board be unable to fill a vacancy from among the teachers covered by the secondary teacher collective agreement (OSSTF-TBU):

- 11.15 The Board shall post secondary teaching positions internally on the Board intranet (currently UGshare) and the Board website at least five (5) business days prior to the closing date for applications. When deemed necessary by the Board, permanent teaching positions shall also be posted on Apply to Education. The Board will send a copy of each posting to the bargaining unit President or Designate on the day of the posting.
- 11.16 The Board will provide an interview to a minimum of four (4) qualified applicants from the Occasional Teacher Roster, provided that at least four (4) qualified applicants apply, and if the applicant(s) note on their application that they are currently on the Occasional Teacher Roster.
- 11.17 Interviews will occur simultaneously with external candidates who apply for the position. For clarity, an interview does not guarantee placement into the permanent position.
- It is understood that where all else is equal, first consideration shall be provided to members of the Occasional Teacher Bargaining Unit.
- 11.18 Unsuccessful candidates who interviewed for secondary teaching positions from the Occasional Teacher Roster shall receive notification from the Board that they were not the successful candidate within five (5) days of the Board's decision.
- 11.19 Unsuccessful candidates who make the request shall be provided feedback within 30 days of the interview to assist the member's success in the future.
- 11.20 When a candidate selected for a permanent position does not come from the Occasional Teacher Roster, the Human Resources Department shall notify the Bargaining Unit President within ten business (10) days of the decision to review the decision and its rationale.

L – ARTICLE 12 – CLASSROOM OBSERVATION FOR REFERENCE PURPOSES

L12:01

- a) In order to assist Teachers in obtaining references an Occasional Teacher who does not already have the required references may request a classroom

observation(s) (to a maximum of two) by completing and submitting the required form to the Human Resources Department by October 31st.

- b) The observation will take place no later than April 30th, and prior to hiring to the LTO List, at a school(s) to be determined by the Board.
- c) The Occasional Teacher will be provided with an opportunity, upon request, for feedback within two (2) weeks following observation.

L – ARTICLE 13 – WORKING CONDITIONS

L13:01 Prior to the beginning of the assignment, the Board shall provide the following in-school information to Occasional Teachers:

- a) the timetable for the Occasional Teacher, including any on-call and supervisory duties for which the absent Teacher could have been responsible,
- b) a schedule identifying period changes for the assigned day(s),
- c) an up-to-date class list,
- d) a current seating plan with student photographs, where possible,
- e) written procedures of the school,
- f) written information in school emergency procedures, including lock down procedures
- g) effective January 1, 2017 keys for appropriate classrooms and washrooms,
- h) specific location for easy access to student safety plans, which include known triggers, for students with whom the Occasional Teacher would be directly working
- i) specific location for easy access to information about students with known life-threatening health issues with whom the Occasional Teacher would be directly working
- j) lesson plan(s) from the absent teacher, where possible; if not possible, Administration will assist in providing a lesson plan as soon as possible.

L13:02 On-calls and supervisions may be assigned when such duties could have been assigned to the absent teacher without creating a breach of the TBU collective agreement.

L13:03 Partial-day offers of work shall allow for the electronic combination of assignments for the possibility of full-time work, where possible.

L – ARTICLE 14 – SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCIES

L14:01 If a representative of the Board calls an Occasional Teacher for a full-day occasional teaching assignment in error, and that Occasional Teacher reports to the school, that teacher shall receive a full day's pay at the short-term occasional teaching rate.

L14:02 If a representative of the Board calls an Occasional Teacher for a part-day occasional teaching assignment in error, and that Occasional Teacher reports to the school, that teacher shall receive a part-day's pay at the short-term occasional teaching rate.

- L14:03 In the event of an emergency closure of a school or early dismissal, Occasional Teachers who were scheduled to work a full day shall receive a full day's pay and Occasional Teachers who were scheduled to work a part day shall receive a part day's pay.
- L14:04 The Board shall give notice of cancellation of any existing assignments by 8:00 p.m. of the previous day of the assignment by the Board's electronic call out system and by telephone to the teacher. Cancellations by administration made after this time will result in full payment for the original assignment.
- L14:05 Teachers shall give notice of cancellation of their assignment to the Board's electronic call out system, and by telephone to the school, by 7:30am on the day of the assignment, or as soon as possible thereafter.
- L14:06 Notwithstanding L14.04, if the Board's electronic call out system offers the Occasional Teacher an alternate assignment of the same number of periods and at the same school for the cancelled day's work, no payment is owing for the cancelled job.
- L14:07 Notwithstanding the cancellation or delay of buses, Occasional Teachers shall make every reasonable effort to arrive at their assigned school on time. If unable to travel to the assigned site, teachers should provide assistance at the nearest Upper Grand District School board school in proximity to their residence.
- L14:08 When inclement weather makes travel too dangerous to reach any board school, the Occasional Teacher shall notify the school where they accepted the original assignment of the circumstances. The Principal or designate will determine whether the job needs to be posted into the Board's electronic call-out system.

L – ARTICLE 15 – RATES OF PAY

- L15:01 Occasional Teachers on Short-Term Assignments

Certified Daily Rate

An Occasional Teacher on a Short-Term Assignment with a valid Teachers Certificate shall be paid a daily rate that is equivalent to 1/203 of Group 1, Year 0 of the current Collective Agreement for Secondary School Teachers employed by the Upper Grand District School Board. This rate will automatically change to reflect any changes which may occur in Group 1, Year 0 of the Secondary Teachers Grid. This rate shall be inclusive of vacation pay.

Certified Occasional Teachers on a Short-Term Occasional Assignment will be paid the daily rate of:

September 1, 2019	\$236.38
September 1, 2020	\$238.75
September 1, 2021	\$241.13

L15:02

a) Occasional Teachers on a Short-Term Assignment shall be paid the daily rate as follows:

- i. One teaching period shall constitute one-third (1/3) pay of the daily rate
- ii. Two teaching periods shall constitute two-thirds (2/3) pay of the daily rate
- iii. Three teaching periods shall constitute three-thirds (3/3) pay of the daily rate

b) Notwithstanding the above, and only at Erin District High School, and/or any secondary school that uses a five-period Multi-Subject Instructional Program (MSIP) day, an Occasional Teacher will be paid for a full day for:

- A three period day with a possible on-call or supervision, in accordance with L–Article 13, or
- A four period day without the possibility of an on-call or supervision

c) Notwithstanding the preceding article, an Occasional Teacher at Erin DHS shall not receive a combined timetable of more than a three period day.

L15:03 Salary payment will be by direct deposit to the account at the bank or trust company as designated by the employee on the appropriate form on file with the Payroll Department.

The deposit advice form shall be sent to the employee by e-mail, to the employee’s e-mail address on the Board’s e-mail system, on or before the day the deposit is made.

L15:04 When an Occasional Teacher on a Short-Term Assignment holds a teaching assignment for the same teacher for nine (9) consecutive days, then effective on the ninth (9) day and retroactive to the first day of the assignment, the Board shall place that Occasional Teacher on the appropriate step of the grid on the current Secondary Teachers’ Salary Grid.

Occasional Teachers on a Long-Term Occasional Assignment will be paid based on the following grids:

1-Sept-19	1	2	3	4
0	49905	51491	54131	57201
1	51542	52787	56265	59409

2	54131	55856	59984	63455
3	57009	58927	63759	67482
4	59696	62003	67514	71504
5	63148	65455	71261	75558
6	66599	68905	75010	79610
7	70059	72368	78755	83639
8	73510	75821	82480	87663
9	76982	79656	86258	91717
10	81966	83499	90005	95739
11	0	87343	94819	100966

1-Sept-20	1	2	3	4
0	50404	52006	54672	57773
1	52057	53315	56828	60003
2	54672	56415	60584	64090
3	57579	59516	64397	68157
4	60293	62623	68189	72219
5	63779	66110	71974	76314
6	67265	69594	75760	80406
7	70760	73092	79543	84475
8	74245	76579	83305	88540
9	77752	80453	87121	92634
10	82786	84334	90905	96696
11	0	88216	95767	101976

1-Sept-21	1	2	3	4
0	50908	52526	55219	58351
1	52578	53848	57396	60603
2	55219	56979	61190	64731
3	58155	60111	65041	68839
4	60896	63249	68871	72941
5	64417	66771	72694	77077
6	67938	70290	76518	81210
7	71468	73823	80338	85320
8	74987	77345	84138	89425
9	78530	81258	87992	93560
10	83614	85177	91814	97663
11	0	89098	96725	102996

- a) Occasional Teachers on a Long-Term Assignment who would for any reason receive a reduction in pay due to a move to the current Secondary Teachers' Salary Grid will instead remain at the rate of pay for an Occasional Teacher on a Long-Term Assignment.

L15:04 If an Occasional Teacher accepts a Long-Term assignment which the Senior Administrator of Human Resources or designate believes will cover an extended time period, the Occasional Teacher shall commence grid placement at day one (1) of the assignment.

L15:05 It is understood that the daily rate, and payment on the Secondary Teachers' Salary Grid, includes payment for vacation and any paid holidays, if applicable.

L15:06 Record of Employment for EI Reporting

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

L – ARTICLE 16 – GRID PLACEMENT FOR PAY PURPOSES: QECO, TEACHING, TECHNOLOGICAL, AND BUSINESS EXPERIENCE

Recognized Teaching Experience

- L16:01 a) The Board shall credit teaching experience for Long-Term assignments or contract teaching; such credit shall include one-tenth (1/10) of a year for each twenty (20) days of teaching in any combination of Long-Term Occasional Teaching assignments, rounded to the nearest one-tenth (1/10).

To receive such experience credits from outside the Board, the Occasional Teacher shall provide a statement on official letterhead from the Board or Private School showing the dates and number of days in each assignment.

- b) The Board shall credit teaching experience for daily occasional work as a certified teacher on the Upper Grand District School Board Occasional Teacher Roster accumulated since September 1, 2016. Such credit shall include 1/10th of a year for each twenty (20) days of daily occasional work.
- c) It is the Occasional Teacher's responsibility to track their daily occasional experience and to provide to the Board acceptable documentation of previous teaching experience. The Occasional Teacher shall be placed at Step 0 until such time as documentation justifying movement to a different step has been provided.
- d) The total teaching experience shall be rounded up for 0.5 or more years of experience and down at 0.4 or less years of experience. The Teacher shall then

be paid according to the proper place on the salary grid. In any event or combination thereof, the maximum accumulation of teaching experience in each school year shall be one (1) year.

Related Technological and Business Experience

L16:02 The allowance for related Technological and Business Experience shall be one year on the grid for each full year of related trade or business experience up to a maximum of six (6) years related experience (six years on the grid). This shall also apply to existing teachers.

L16:03 This allowance shall not have the effect of piercing the maximum set forth in the salary grid.

L16:04 Verification of related experience shall take the form of letters from previous employers which certify and confirm the date of hire, date of termination, description of the work and employment status, and responsibility. The Occasional Teacher on a Long-Term Assignment shall provide such verification in a timely manner.

L16:05 In order to be eligible for related experience, fifty percent (50%) of the teaching time must be in the discipline for which the allowance is paid.

Change in Qualifications (Qualifications Evaluation Council of Ontario, QECO)

L16.06 Changes in qualifications obtained between September 1 and December 31 which result in an occasional teacher being placed in a higher group shall be effective on January 1 of that school year, provided written documentation is submitted to the Administrative Officer – Teaching on or before May 31 of that school year in order for retroactive payment to January 1 of that school year. Documentation received after May 31 will result in the higher group placement being effective the date documentation is received by the Administrative Officer – Teaching.

L16.07 Changes in qualifications obtained between January 1 and August 31 which result in an occasional teacher being placed in a higher group shall be effective on September 1 of the following school year, provided written documentation is submitted to the Administrative Officer – Teaching on or before December 31 of the following school year in order for retroactive payment to September 1 of the following school year. Documentation received after December 31 will result in the higher group placement being effective the date documentation is received by the Administrative Officer – Teaching.

L – ARTICLE 17 – BENEFITS

See also Part A: Central Agreement [C7.00 Benefits](#)

See also Part A: Central Agreement [LETTER OF AGREEMENT #4 Re: Benefits](#)

L – ARTICLE 18 – SICK LEAVE FOR OCCASIONAL TEACHERS ON LONG-TERM ASSIGNMENTS

See also Part A: Central Agreement [C9.00 Sick leave](#)

See also Part A: Central Agreement [LETTER OF AGREEMENT #1 Re: Sick Leave](#)

See also Part A: Central Agreement [APPENDIX B – Abilities Form](#)

See also Part C: Retained Language for Historical Reference [Retained from 2008-2012 Local Article 18 – Sick Leave](#)

L – ARTICLE 19 - LEAVES OF ABSENCE

See also Part A: Central Agreement [LETTER OF AGREEMENT #6 Re: Status Quo Central Items as Modified by this Agreement](#) (Section 3. Short-Term Paid Leaves)

L19:01 A request for leave by an Occasional Teacher on a Long-Term Assignment will be governed by the Upper Grand Policy # 411 - Absences and Leaves. Policy 411 will be posted on the Board’s website.

L19:02

- i. Occasional Teachers may make a written request to the Senior Administrator of Human Resources or designate for a leave of absence of up to one (1) year.
- ii. The submission of this request must occur at least one (1) month prior to the commencement of leave, and must be submitted on the Board-approved form (HR001). The form can be requested through HR@ugdsb.on.ca.
- iii. Occasional Teachers cannot take more than two (2) consecutive one (1) year leaves of absence.
- iv. The next printed Occasional Teacher Roster and/or the Long-Term Occasional Teachers’ List shall indicate both the temporary unavailability of the Occasional Teacher, and the expected date of that Teacher’s return.
- v. It is understood that such requests shall not be made in concert or in combination or by common understanding.

L19:03 The Board shall not include Occasional Teachers on leaves of absence in the total number of Occasional Teachers on the Roster.

L – ARTICLE 20 – PREGNANCY AND PARENTAL LEAVE

See also Part A: Central Agreement [LETTER OF AGREEMENT #6 Re: Status Quo Central Items as Modified by this Agreement](#) (Section 1. Pregnancy Leave Benefits)

L20:01 Pregnancy and Parental Leave for an Occasional Teacher on a Long-Term Assignment shall be in accordance with the Employment Standards Act.

L20:02 Pregnancy SEB Plan

For clarity: Supplemental Employment Benefits (SEB) are only applicable for maternity leave purposes.

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

- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

L – ARTICLE 21 – COMPASSIONATE CARE LEAVE

See also Part A: Central Agreement [C8.00 Statutory Leaves of Absence/SEB](#)

Note: See Part A: Central Agreement C8.00 for payment eligibility of Supplemental Employment Benefits

- L21:01 “Compassionate Care Leave” means an unpaid leave taken for the purposes of caring for or supporting a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- L21:02 A Compassionate Care Leave may be taken by an Occasional Teacher on a Long-Term Assignment for up to eight (8) weeks until the original end date of the LTO assignment, or upon the return of the absent teacher, whichever comes first.
- L21:03 All requirements outlined in the Employment Standards Act must be met for the leave to be granted.

L – ARTICLE 22 - EVALUATIONS

- L22:01 Only Supervisory Officers, Principals and Vice-Principals shall evaluate an Occasional Teacher.
- L22:02 An Occasional Teacher shall receive at least one (1) school day’s prior notice of any formal classroom observation.
- L22:03 A pre-evaluation meeting shall take place between the evaluator and the Occasional Teacher on a Long-Term Assignment prior to any formal classroom observation.

- L22:04 The Board shall provide the Occasional Teacher with a written copy of the summative report, signed by the evaluator, within twenty (20) days following completion of the evaluation process.
- L22:05 Nothing within this Article shall be construed as limiting the right of the Principal, Vice-Principal, or Supervisory Officer to observe the Occasional Teacher without notice when there is concern about the management of a class.
- L22:06 The Board will consult with the Bargaining Unit in the development of, and prior to making changes to, the Board's policies and procedures regarding occasional teacher performance appraisals.
- L22:07 Should an Occasional Teacher on a long-term assignment request an evaluation, such an evaluation will take place within thirty (30) days and Articles L22.02, L22.03, L22.04 shall apply.
- L22:08 All evaluations shall be in accordance with Board policies and procedures regarding Teacher Performance Appraisals.

L – ARTICLE 23 – TERMINATION OF LONG-TERM ASSIGNMENTS

L23:01 Whenever possible, the Board will make every effort to inform an Occasional Teacher on a Long-Term Assignment of the start and end date of an assignment prior to the commencement of the assignment.

In the event that the replaced teacher returns before the scheduled end date, the Occasional Teacher shall be terminated with no less than four (4) days' notice or the equivalent pay in lieu of notice.

L23:02 In the case of an LTO assignment with an undetermined end-date, the Occasional Teacher shall be terminated with not less than four (4) days' notice, or the equivalent pay in lieu of notice, in the event that the teacher being replaced returns.

L23:03 Article L23:01 and L23:02 (above) shall apply only if the termination occurs because the replaced teacher returns prior to the anticipated date of return. Termination for any other reason shall be subject to Just Cause article L27.01.

L – ARTICLE 24 - GRIEVANCE PROCEDURE

See also Part A: Central Agreement [C5.00 Central Grievance Process](#)

L24:01 Intent and Definition of Grievances
It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application,

administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

L24:02 Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher, a Union representative (if the teacher desires) and the Occasional Teacher's principal or appropriate supervisor. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.

L24:03 Step One

If the dispute is not settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within fourteen (14) school days of the Occasional Teacher becoming aware of the circumstances giving rise to the complaint, or after the date when the event could reasonably be detected, to the Senior Administrator of Human Resources or designate. The written notice shall contain:

- a) a description of the complaint,
- b) clauses alleged to have been violated, listed by specific number, and
- c) the settlement requested.

The Senior Administrator of Human Resources, or designate, shall provide a written answer within fourteen (14) school days of receipt of the grievance.

L24:04 Step Two

If the grievance is not settled on the basis of the answer given in Step One, the Union shall, within seven (7) school days of receipt of the Step One answer, notify the Senior Administrator of Human Resources or designate, in writing, that a grievance meeting is requested.

The Senior Administrator of Human Resources or designee and other persons that the Senior Administrator of Human Resources or designee deems appropriate, shall meet with up to three (3) members of the Union including the grievor, should the grievor wish to attend the meeting, within fourteen (14) calendar days of receipt of the notice. The Senior Administrator of Human Resources, or designee, shall provide a written answer within seven (7) school days of the meeting being held.

L24:05 Step Three

If the grievance is not settled on the basis of the answer given in Step Two, the parties may:

- (a) Agree in writing to submit the grievance to a mutually agreed-upon single arbitrator in Step Three, rather than an Arbitration Board. In the event that the parties are unable to agree upon the name of a single Arbitrator, the parties may request the Ministry of Labour to make the appointment.

- (b) Refer to a Board of Arbitration in which case the Union shall within seven (7) school days of the receipt of the answer given in Step Two, notify the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to the Arbitration Board.

The Director of Education or designee shall, within seven (7) school days, inform the Union of the Board's appointee to the arbitration board.

The two (2) appointees shall, within seven (7) school days, or such longer time as they may agree upon, appoint a third person who shall be the Chair.

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chair within the time limit, either the Union or the Board may request the appointment of a chair by the Ministry of Labour.

L24:06 The Arbitration Board, or single Arbitrator, shall hear and determine the grievance and shall issue a decision that is final and binding upon the Parties.

L24:07 The Arbitration Board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

L24:08 Each Party shall bear the fee and/or expenses of its Appointee to the Arbitration Board and any fees and/or expenses of the Chair or single Arbitrator shall be borne equally by the parties. Each Party shall bear its own expenses respecting legal counsel and appearances throughout the procedure.

L24:09 One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the Parties.

L24:10 Group Grievance

- a) If the Board has a complaint with respect to the Union or the Federation, it shall submit its grievance in accordance with the provisions of Step Two, except that the notice shall be to the President or designate of the Union. The President or designate of the Union shall provide the answer to the Board, within seven (7) school days.
- b) The Union may file a grievance on behalf of two (2) or more Occasional Teachers commencing at Step Two.
- c) Group grievances may only be filed within fourteen (14) school days of either Party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) school days after the event when the event could reasonably have been detected.

L24:11 Grievance Mediation

Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. 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/arbitration procedure shall continue from the point at which they were frozen.

L – ARTICLE 25 – OCCUPATIONAL HEALTH AND SAFETY

L25:01 The Board agrees to provide safe and healthy conditions of work for its Occasional Teachers and to carry out all of its duties and obligations under the Occupational Health and Safety Act and its regulations. It is understood that a perceived violation of the Occupational Health and Safety Act is not grievable.

L25:02 The Federation agrees to assist the Board in maintaining proper observation of health and safety rules.

L25:03 All reported incidents of violent or aggressive behaviour at a work location, which may negatively impact the safety of any or all members of the Occasional Teachers' Bargaining Unit shall be brought to the attention of the Joint Health and Safety Committee.

- L25:04 (a) It is the responsibility of the member to report to the Principal any unsafe equipment or process, which, in the Member's opinion appears to be unsafe or hazardous.
- (b) Should the Principal not address the situation in a timely or safe manner the member may refer the matter to the Joint Health and Safety Committee.
- (c) Where equipment or facilities are deemed unsafe for use (requiring repair or replacement) as a result of an inspection by a Board designated employee, such equipment or facility shall be clearly tagged. The tag shall identify the name of the person performing the inspection, non-conformance noted and status of the equipment (repair or replacement and work order number as applicable).

The record of the inspection shall be forwarded to the Principal for communication with the applicable teacher(s).

L – ARTICLE 26 - NO STRIKES AND NO LOCKOUTS

L26:01 There shall be no strike or lock-out during the term of this agreement. The terms "strike" and "lockout" shall be as defined in the Labour Relations Act.

L – ARTICLE 27 – JUST CAUSE & UNION REPRESENTATION

L27:01 No Occasional Teacher shall be demoted, suspended, disciplined, or dismissed without just cause.

The Board shall provide such just cause in writing to the Occasional Teacher within ten (10) calendar days from the time the Occasional Teacher receives notice of any such action.

L27:02 A teacher who is required to attend a formal disciplinary meeting with school administration has the right to have union representation at that meeting and will be so informed by the principal.

L27:03 Where possible, the meeting shall take place before the imposition of actions listed in article L27.01. Otherwise such meeting shall take place in a timely manner.

L27:04 An Occasional Teacher's name shall be removed from the Occasional Teacher Roster and/or the Long-Term Occasional Teachers' List for the following reasons:

- a) A non-probationary Occasional Teacher is removed for just and sufficient cause.
- b) A probationary Occasional Teacher is removed using a lesser standard of just cause as determined by the Board. The standard of just cause shall be consistent with the purpose of a probationary period and the length of employment of the employee, and the discharge of probationary employees shall not be done in a manner that is arbitrary, discriminatory, or in bad faith

The Board shall provide such cause in writing to the teacher within ten (10) calendar days from the time the Occasional Teacher receives notice of any such action.

- c) The Occasional Teacher asks to have their name removed from the Roster and/or the Long-Term Occasional Teachers' List;
- d) effective September 1, 2022, the Occasional Teacher fails to work a minimum of twenty-five (25) days within one (1) school year unless the Occasional Teacher is on an approved leave of absence;
- e) the Occasional Teacher fails to return the annual renewal form within the prescribed timeline, which shall not be less than one month;
- f) the Occasional Teacher has accepted a full-time permanent teaching assignment with the Board.

- g) failure to inform the Board, via the Board's electronic call out system, of any unavailability which lasts for more than thirty days.

L27:05 An Occasional Teacher has the right to Union representation.

L27:06 A meeting shall take place between a Board representative and the Occasional teacher to discuss the imposition of any actions listed in article L27.04 a) and b). An Occasional Teacher has the right to have union representation at that meeting and will be so informed by the Board.

L – ARTICLE 28 – LEAVE FOR UNION BUSINESS

L28:01 At the request of the Bargaining Unit, the Board shall grant paid release time to the Bargaining Unit President or designate in order to conduct Union business.

L28:02 The Person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, pension and the accumulation of seniority, sick leave and teaching experience as if employed by the Board as an Occasional Teacher on a Long-Term Assignment.

L28:03 Effective the School Year commencing in September, 2016, the Union will reimburse the Board for costs incurred under clauses L28:01 and L28:02 as follows; The Board shall pay the entire cost of the President's salary and the Bargaining Unit shall reimburse the Board an amount equal to sixty-seven percent (67%) of the Minimum of Category II (as per the OSSTF TBU Collective Agreement salary grid).

L28:04 When the District President comes from the Occasional Teachers' Bargaining Unit, the Board shall grant 0.5 (half-time) paid release to that Occasional Teacher at the Long-Term Occasional Teacher Rate. Benefits and 100% credit for teaching experience shall be governed by the terms of this Collective Agreement. The Union shall reimburse the Board for this expense at Category 3, Year 0. Reimbursement shall not exceed the actual salary paid.

L – ARTICLE 29 – NEGOTIATING COMMITTEE

L29:01 The Board shall pay up to four (4) Occasional Teachers involved in negotiations for scheduled meetings with the Board as if they were employed on a long-term assignment.

L – ARTICLE 30 - DATA FOR NEGOTIATIONS

L30:01 Upon written request submitted at least five (5) working days in advance, the Board shall provide the Bargaining Unit with a copy of available data relevant to the negotiation of this Collective Agreement as follows:

- a) a statement of the current operating budget;
- b) a statement of current operating expenditures;
- c) information on current staffing, class size data filed with the Ministry of Education and current enrolment;
- d) public documents received from government sources which relate to the funding and operation of the Board;
- e) public minutes from the Board meetings; and
- f) A statement of the total number of occasional teaching days for the previous school year.

L – ARTICLE 31 – LEAVE FOR COLLEGE OF TEACHERS

L31:01 When a member of the College of Teachers is a member of the Occasional Teachers’ Bargaining Unit, the Board shall grant up to fifty (50) paid release days to that Occasional Teacher at the Long-Term Occasional Teacher Rate provided that the College of Teachers agrees to reimburse the Board for the full cost of the release time as outlined in clauses L31:01 and L31:02.

L31:02 The Person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, pension and the accumulation of seniority, sick leave and teaching experience as if employed by the Board as an Occasional Teacher on a Long-Term Assignment.

L – ARTICLE 32 - MEDICAL PROCEDURES

L32:01 It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases. An Occasional Teacher shall not be subject to discipline for refusing to administer medication, except in a life-threatening situation.

L32:02 Occasional Teachers shall not perform any of the following physical procedures:

- a) manual expression of bladder/stoma;
- b) postural drainage;
- c) sterile intermittent catheterization; and
- d) tube feeding.

L32:03 For actions taken by any Occasional Teacher in following the Board’s Policy on medical procedures, Policy # 509 - Health Support Services, the Board shall indemnify and save harmless said Occasional Teacher from any and all liability.

L – ARTICLE 33 – USE OF BOARD COURIER & MEETING SPACES

L33:01 The Bargaining Unit shall continue to have access to the Board’s courier service for communication with its members and with the Board’s representatives.

L33:02 The Board shall provide bulletin board space in every secondary school for use of the Bargaining Unit to post notices relating to matters of interest to members of the Bargaining Unit.

L33:03 The Bargaining Unit shall have the right to conduct Union business on the Board's premises, subject to the principal's approval.

L – ARTICLE 34 – PROFESSIONAL DEVELOPMENT DAYS

See also Part A: Central Agreement [C12.00 Occasional Teachers and PA Days](#)

L34:01 The Board shall provide information to the Bargaining Unit about the professional development activities provided by the Board.

L34:02 Participation or non-participation in a Professional Activity Day which occurs during a Long-Term Occasional Teacher's assignment shall not be considered an interruption in the calculation of a Long-Term Occasional Teacher's assignment.

L34:03 An Occasional Teacher on a Long-Term Assignment who is scheduled to work where there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled Professional Activity sessions.

L34:04 An Occasional Teacher on a Short-Term Assignment may attend, without pay, scheduled Professional Activity Days arranged by the Board or the Union. Requests are to be made to the activity organizer and approval is subject to the activity organizer's discretion.

L – ARTICLE 35 - PANDEMIC

L35:01 In the event of a pandemic which impacts upon the Upper Grand District School Board, the parties agree to meet to discuss possible collective agreement changes required to allow for the continued operation of Board/School functions with a reduced staff.

L – ARTICLE 36 – WORKPLACE ACCOMMODATIONS

L36:01 The Board and the Bargaining Unit acknowledge their mutual responsibility to cooperate in the provision of workplace accommodations in accordance with prevailing legislation. It is further understood that accommodation shall focus on dignity, respect, individualization, and participation.

L36:02 The parties recognize that employees who require accommodation have obligations to cooperate in the process, including the communication of any medically documented limitations and/or restrictions as reasonably required by the Board.

- L36:03 If an employee has Limitations and/or restrictions requiring an accommodation, the Board shall consult with the Bargaining Unit in determining an appropriate accommodation for the employee.
- L36:04 Prior to arranging an Early and Safe Return to Work Plan (ESRTW), the Board shall consider, among other factors, the employee's pre-injury/pre-disability assignment, current functional abilities and the essential duties of the pre-injury/pre-disability assignment.
- L36:05 The parties recognize that the duty to accommodate has both a substantive and a procedural component. As such, it is understood that the Board, the Union, and the employee(s) have a shared responsibility to participate in good faith in the accommodation process.
- L36:06 An employee/member has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The employer shall notify the employee/member of this right.

L – ARTICLE 37 – TERM OF AGREEMENT

See also Part A: Central Agreement [C2.00 Length of Term/Notice to Bargain/Renewal](#)

- L37:01 This Agreement shall be in effect from and shall continue in force to and including, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not more than ninety (90) days or less than thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- L37:02 Notwithstanding Article L37.01, either party may notify the other in writing, between April 1 and thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- L37:03 If either party gives notice of its desire to negotiate amendments in accordance with Article L37.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- L37:04 No changes can be made to this Agreement without the written mutual consent of the parties.

SIGNATURES

Dated at Guelph, Ontario this _____ day of _____, 2023.

On behalf of the Union

On behalf of the Board

L – LETTER OF INTENT

Between

Upper Grand District School Board

and

The Ontario Secondary School Teachers' Federation

Representing District 18

Occasional Teachers employed by the Board in the Secondary Panel

RE: Provision of Information

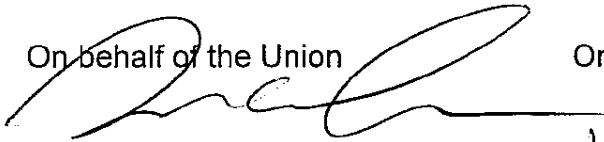
As part of the continuing implementation of the Board's automated payroll system (SDS system) the Board will provide the following information when available:

- 1) a letter stating the total number of days of short-term and long-term occasional teaching days for the previous school year;
- 2) information on the occurrence of absences among secondary school teachers, including a breakdown of the length of absences.

When available, the above information will be provided to the Bargaining Unit by September 15th each year.

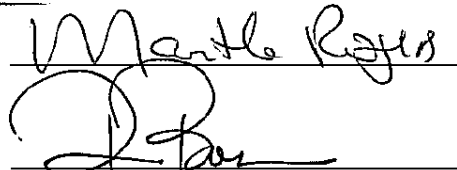
Dated at Guelph, Ontario this 23rd day of June, 2009.

On behalf of the Union



Diane Horke

On behalf of the Board



L – LETTER OF AGREEMENT

Between

Upper Grand District School Board

and

The Ontario Secondary School Teachers' Federation

Representing District 18

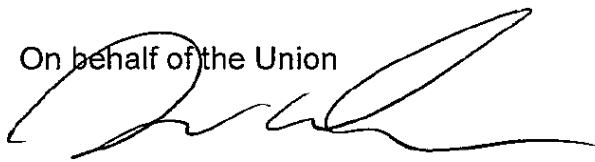
Occasional Teachers employed by the Board in the Secondary Panel

The parties agree that:

1. The Board shall pay for the cost of obtaining the Criminal Records Check and/or offence declaration required under Reg. 521/01 for employees currently on staff who were hired prior to April 1, 2002 provided the employee completes the required permission form and authorizes the Board to obtain the CRC.
2. The Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 or any subsequent regulation or law are stored in a secure location separate from the employee's personnel file. Access to such records shall be strictly limited to the Superintendent of Human Resources and those staff who must have access to the information in order to search, collect and use the information.
3. The Board shall not release or report to the Ontario College of Teachers any information about an employee obtained pursuant to Regulation 521/01 unless required to do so under another Act or Regulation.

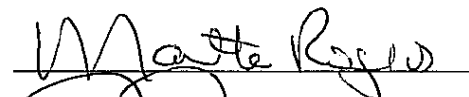
Dated at Guelph, Ontario this 23rd day of June 2009 .

On behalf of the Union



Deane Horne

On behalf of the Board



Mattie Rogers

L – LETTER OF AGREEMENT

Between

Upper Grand District School Board

and

The Ontario Secondary School Teachers' Federation

Representing District 18

Occasional Teachers employed by the Board in the Secondary Panel

Re: Smart Find Express System/Labour Management Committee

The parties agree that they will continue to work together to discuss issues around the implementation of the Smart Find Express System. Any further discussions shall occur at the Labour Management Committee.

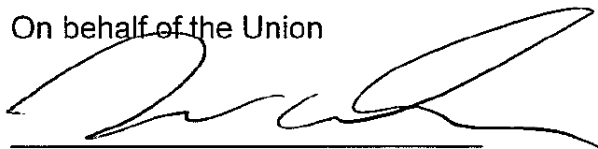
Discussions shall include, but not be limited to:

- reports that may be available from the system
- information provided on the system
- providing reports including place(s) and the number of days worked, subjects willing to teach, schools willing to teach, days of work

The Board will insure the Bargaining Unit has an opportunity to discuss and review any proposed modifications and the protocols of the system, at least once a year and prior to implementation of such changes.

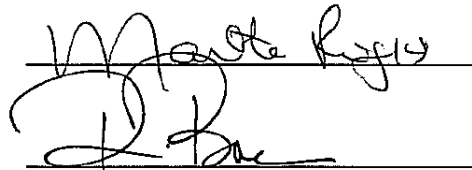
Dated at Guelph, Ontario, this 23rd day of June, 2009

On behalf of the Union



Diane Horne

On behalf of the Board



PART C:

RETAINED LANGUAGE FOR HISTORICAL REFERENCE

The following articles have been retained for historical reference and do not apply to this agreement.

RETAINED FROM 2008-2012 LOCAL ARTICLE 18 – SICK LEAVE

- L18:01 An Occasional Teacher on a Long-Term Assignment shall be granted pro-rated sick leave credits on the formula of twenty (20) days per year if working full-time.
- L18:02 Sick leave days accumulate at the rate of two (2) days per month and are accorded at the end of each month of the teaching assignment.
- L18:04 Notwithstanding clause L18.03, if an Occasional Teacher on a Long-Term Assignment is appointed to a Long-term assignment at the same school, or to probationary or permanent staff of the Board for the ensuing school year, without an intervening break in employment, the employee shall carry forward as a credit any accumulative sick leave balance as of the preceding June 30th.

RETAINED FROM 2008-2012 LOCAL ARTICLE 34 – PROFESSIONAL DEVELOPMENT DAYS

- L34:03 ... It is understood that this clause does not apply to the last Professional Activity Day in the school year except where the assignment continues to the next school year or unless the Principal, following consultation with the Senior Administrator of Human Resources or designate, requests the Occasional Teacher on a Long-Term Assignment's attendance.

RETAINED FROM 2014-2017 LOCAL ARTICLE 17 – BENEFITS

- L17:01 Subject to the agreement of the carriers, an Occasional Teacher may access the Teachers' medical and dental benefits package via the Board's Secondary LTO Teachers' benefit package. The Occasional Teacher is responsible for requesting benefits coverage. The following conditions shall apply:
- a) all benefits are to be paid one hundred percent (100%) by the Occasional Teacher;
 - b) the Board shall receive premium payments from the Occasional Teacher and remit premiums to the carriers;

- c) benefits must be prepaid six (6) months at a time by the Occasional Teacher providing six cheques post dated for the beginning of each month for the period of benefit coverage;
- d) an Occasional Teacher who withdraws from the benefits plan is not entitled to any rebate. However, the Board would attempt to obtain a rebate from the carrier(s) on behalf of the teacher and, if successful, would pass on any rebate to the teacher.
- e) notwithstanding (a), Occasional Teachers on Long-Term Assignments who have completed an F.T.E. (full-time equivalent) assignment of 96 consecutive days and have a further F.T.E. (full-time equivalent) assignment shall become eligible for benefits on the same basis as regular secondary teachers via the Board's Secondary LTO Teachers' benefit package.

It is understood that a break in service of up to five (5) consecutive days and/or July/August will be considered as continuous service.

- f) upon becoming eligible, the board will contribute one-twelfth (1/12) of the annual amount stipulated in the secondary agreement for each month of continuous F.T.E. service, after the eligibility period.
- g) benefits will conclude at the end of the assignment unless there is no break in service.

L17:02 Any changes to the Board's Secondary LTO Teachers' benefit package or any changes of the carrier, must provide at least the equivalent coverage of benefits.

RETAINED FROM 2014-2017 LOCAL ARTICLE 18 – SICK LEAVE FOR OCCASIONAL TEACHER ON LONG-TERM ASSIGNMENTS

L18:01 Sick leave shall be used for sick leave purposes only in the current school year of employment, and shall not accumulate from one (1) school year to another. Where a teacher is placed on two (2) two or more occasional assignments within the same school year, sick leave shall be cumulative for that school year only.

L18:02 An Occasional Teacher on a Long-Term Assignment who is absent due to illness must submit, if requested by the Principal, medical certification of such illness from a qualified physician.