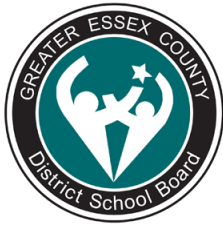


COLLECTIVE AGREEMENT

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL
BOARD
(hereinafter called "THE BOARD")**



and



**THE ONTARIO SECONDARY SCHOOL TEACHERS'
(hereinafter called "THE OCCASIONAL TEACHERS")**

EFFECTIVE PERIOD: September 1, 2019 – 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.

Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

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

f) Administration

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

C10.00PROVINCIAL 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.

C11.00MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and

tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

1. Health Care Professional: The following information should be completed by the Health Care Professional	
Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
Date of Assessment: dd mm yyyy	

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

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

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

**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2
BETWEEN**

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #3
BETWEEN**

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.

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

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

**LETTER OF AGREEMENT #6
BETWEEN**

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

**LETTER OF AGREEMENT #7
BETWEEN**

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #8
BETWEEN**

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

**LETTER OF AGREEMENT #11
BETWEEN**

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

LETTER OF AGREEMENT #12
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: E-Learning Implementation Committee

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

**LETTER OF AGREEMENT #13
BETWEEN**

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

**LETTER OF AGREEMENT #4
BETWEEN**

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply

with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each

employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.

- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees’ share of the benefit cost as specified by the board’s collective agreement until such time that the employees’ share is adjusted as determined by the Trust and subject to the funding policy.

- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;

- c. Identifying efficiencies that can be achieved;
- d. Adopting an Investment Policy; and
- e. Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17

weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

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

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

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

3. Short Term Paid Leaves

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

4. Retirement Gratuities

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

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

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

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

The following language applies only to those teachers eligible for the gratuity above:”
[insert current Retirement Gratuity language from local collective agreement]

PART B

LOCAL TERMS

ARTICLE L1 – PURPOSE AND SCOPE

- L1.1 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Ontario Secondary School Teachers' Federation with respect to the Occasional Teachers covered by this Agreement.
- L1.2 Except for error, omission or inadvertence, it is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide machinery for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- L1.3 This Collective Agreement shall apply to all Occasional Teachers who, from time to time, are included on the Roster in accordance with the provisions of this Collective Agreement.

ARTICLE L2 – RECOGNITION

- L2.1 The Board recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent authorized to represent all Occasional Teachers employed by the Board in its secondary schools and to negotiate on their behalf, and the OSSTF recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.
- L2.2 The Board recognizes the right of District 9 to authorize the Occasional Teachers' Branch, District 9, O.S.S.T.F. or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.3 The Occasional Teachers agree to supply the Board with the names of its current officials and committee members.
- L2.4 The Board recognizes the right of the Occasional Teachers to have District 9 O.S.S.T.F. officers and/or legal counsel present during any meetings with Board representatives when a potential discipline or discharge is being investigated.
- L2.5 O.S.S.T.F. recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.6 Part-time permanent or part-time probationary teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this Agreement in respect of such occasional teaching employment.

- L2.7 During an orientation session, the Union will be given an opportunity to address new secondary occasional teachers on matters that relate to their relationship with the Union.

ARTICLE 3 – DEFINITIONS

- L3.1 A teacher is an "Occasional Teacher" if he or she is employed by the District School Board to teach as a substitute for a teacher or temporary teacher who is or was employed by the Board in a position that is part of its regular teaching staff including continuing education teachers but,
- (a) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as a substitute for him or her shall not extend past the end of the school year in which the death occurred; and
 - (b) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- L3.2 "Daily Occasional Teacher" means a teacher who is required to teach under Section 3.01 for a period that is less than ten (10) consecutive teaching days.
- L3.3 "Long Term Occasional Teacher" means a teacher who is required to teach under Section 3.01 for a period of ten (10) or more full or part-time consecutive teaching days in the same assignment.
- L3.4 "Probationary Occasional Teacher"
- (a) Effective September 1, 2001 a probationary Occasional teacher means an Occasional Teacher who shall be on probation for one year.
 - (b) It is expected that during the probationary period there will be two (2) satisfactory evaluations completed by a Principal or Vice-Principal. Occasional Teachers are encouraged to request such evaluations be completed by a Principal or Vice-Principal.
- L3.5 "Teacher" means a permanent, probationary or temporary teacher as defined in the Education Act and does not include an Occasional Teacher.
- L3.6 "Roster" means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the secondary panel.
- L3.7 "Qualified" means an Occasional Teacher who holds a valid Certificate of Qualification issued by the Ontario College of Teachers or equivalent standing.

- L3.8 "Federation" means the Ontario Secondary School Teachers' Federation (O.S.S.T.F.).
- L3.9 "District 9" means District 9 of the Ontario Secondary School teachers' Federation.
- L3.10 "Board" means the Greater Essex County District School Board.
- L3.11 "Union" means the Ontario Secondary School Teachers' Federation representing Occasional Teachers in the secondary panel.

ARTICLE L4 – MANAGEMENT RIGHTS

- L4.1 O.S.S.T.F. recognizes that the Board has the right, duty and responsibility to provide, operate and manage the secondary schools under its jurisdiction **in a reasonable manner**. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its Occasional Teachers as granted and preserved in this Agreement.
- L4.2 (a) The OSSTF Occasional Teachers' Local Bargaining Unit further recognizes the right of the Board to discharge, suspend and discipline Occasional Teachers with just cause following a meeting with the Occasional Teacher to discuss the issue and subject to the right of an Occasional Teacher to lodge a grievance in accordance with Article 8 of the Collective Agreement.
- (b) Such cause shall be communicated in writing to the Occasional Teacher with a copy to the President of the Union and the appropriate Superintendent, within ten (10) working days from the time the teacher is informed of such action.
- (c) The Occasional Teacher shall have the right to have a representative of the Federation present at any meeting referred to in 4.02 (a) and shall be informed of this right by the supervisor.
- (i) If the Board notifies an Occasional teacher through an email about attendance concerns that could lead to discipline, the Board agrees to carbon copy the Union President.
- (d) If a Daily Occasional Teacher is required to attend a discipline meeting during the instructional day, the Daily Occasional Teacher shall be paid one half the daily rate. If on the meeting day attendance at this meeting causes the Daily Occasional Teacher to miss a previously scheduled full day assignment, the Daily Occasional Teacher will be paid for that assignment.

- (e) When possible, if an Occasional Teacher is required to attend a meeting which could lead to discipline, the Occasional Teacher shall be informed as to the date, period of the day and location of the alleged incident as best known at the time of notification.
- L4.3 The Board agrees to consult with District 9 concerning policy changes that are not subject to this Collective Agreement that may affect the working conditions of the Occasional Teachers prior to the implementation of such changes. Such consultation may be initiated by either party.

ARTICLE L5 – STRIKES AND LOCKOUTS

- L5.1 The Board agrees that there shall be no lockout of Occasional Teachers and District 9 agrees that there shall be no strike of Occasional Teachers during the term of this Agreement. Lockouts and strikes shall be as defined in the Ontario Education Act.
- L5.2 Any dispute between this Board and its teachers in the secondary panel shall not be considered as a violation of this Agreement. Occasional Teachers shall not be required to take the place of teachers should such a dispute arise.

ARTICLE L6 – NO DISCRIMINATION HARASSMENT AND OBJECTIONABLE BEHAVIOUR

- L6.1 The parties agree that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of O.S.S.T.F. membership or as highlighted within the Ontario Human Rights Code, including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, same-sex partnership status, sex including gender/identity expression, sexual orientation, sex, age, record of offences for which a pardon has been granted, marital status, family status or disability.
- L6.2 The Board and the Union agree that discrimination **and** harassment are unacceptable and it is a joint responsibility to maintain **and promote a workplace that is free from** discrimination **and** harassment.
- L6.3 For the purpose of this Article, all references can include discrimination, **and/or** harassment whichever is relevant to the incident and shall be subject at a minimum, to the provisions, procedures and regulations per the current Board policies on **Workplace Harassment / Workplace Sexual Harassment Prevention Management Program**. No changes will be made to the aforementioned Policies and Procedures without consultation with the O.S.S.T.F. Occasional Teacher Bargaining Unit President.

ARTICLE L7 – MEMBERSHIP AND CHECKOFF

- L7.1 All Occasional Teachers shall, as a condition of employment, either maintain membership in O.S.S.T.F or join O.S.S.T.F. within thirty (30) days after the signing of this Agreement and remain members in good standing or if they are not or do not become members, shall pay the equivalent of dues to O.S.S.T.F. in accordance with Section 43 of the Ontario Labour Relations Act. All new employees shall, as a condition of employment, join O.S.S.T.F. within thirty (30) days of employment and remain members in good standing.
- L7.2 The Board shall deduct from every wage payment to an Occasional Teacher any fees levied in accordance with the constitution and bylaws of O.S.S.T.F. These deductions shall be remitted to the Treasurer of O.S.S.T.F. not later than the fifteenth (15th) day of each month following, and shall be accompanied by a list of the names of all Occasional Teachers from whose wages the deductions have been made.
- L7.3 District 9 will provide the Board with a copy of the motion(s) passed at a general meeting of District 9 authorizing the Board to deduct from the payroll of all Occasional Teachers such amounts as are authorized and the Board will forward such deductions to District 9.
- L7.4 O.S.S.T.F. agrees to indemnify and save harmless the Board from any and all of the consequences of making and paying deductions to O.S.S.T.F. in accordance with this article.
- L7.5 (a)** The Board agrees to provide the Union with list of Occasional Teachers covered by this Collective Agreement **which will include name, hire date and** major/minor subject area qualifications, rank and long term status. This list will be provided by October 31st and March 15th of each year.
- (b) The Board will provide a list of members who are approved for leaves according to Article L16 by October 15th of each year.**
- (c) The Board agrees to provide a list of all members' in long term and their locations by September 15th and February 15th of each year.**
- (d) The Board agrees to provide a list of all members' availability or FTE by October 31st.**

ARTICLE 8 – GRIEVANCE PROCEDURE

- L8.1 (a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any questions as to whether or not a matter is arbitrable.
- (b) A "party" shall be defined as:
- (i) bargaining Unit;

(ii) the Board

(c) "Days" shall mean regular work days unless otherwise indicated.

A teacher shall have the right to have present a representative from the O.S.S.T.F. Occasional Teacher Bargaining Unit to assist the teachers at any stage in this grievance and arbitration procedure.

L8.3 Procedure - Informal Stage

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

Step One

The Bargaining Unit may initiate a written grievance with the appropriate Superintendent or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Collective Agreement AND
- (ii) a statement of the facts to support the grievance; AND
- (iii) the relief sought; AND
- (iv) the signature of the duly authorized official of the Bargaining Unit

Step Two

If no settlement is reached at Step One, the Bargaining Unit, may, within ten (10) days of receipt of the written reply of the appropriate Superintendent or designate, refer the matter to the Director's Council. The Director's Council shall provide a response to the grievance in writing within ten (10) days after the receipt of the grievance.

L8.4 If the reply of the Director's Council is unacceptable to the Bargaining Unit, it may, within ten (10) days of receiving the written reply of the board, apply for arbitration.

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

L8.5 Policy and Group Grievances

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step one except that a Board grievance shall be filed with the President of the Bargaining Unit at Step Two. The president of the Bargaining Unit, after discussing the grievance with the Bargaining Unit Executive shall provide a response in writing within ten (10) days after receipt of the grievance.

L8.6 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to respond to the grievance within the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

L8.7 Arbitration

- (a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) school days after receiving the reply under Step Two. The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.
- (b) The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or Board affected by it.
- (c) The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.
- (d) The single Arbitrator shall have the exclusive jurisdiction to hear and determine the matter referred to him or her, including any question as to whether a matter is arbitrable and any question as to whether the request was timely.
- (e) Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

L8.8 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

L8.9 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.

L8.10 Cost of Arbitration

The fees for a single Arbitrator, or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

ARTICLE L9 – RATES OF PAY

L9.1 The Board shall pay rates of remuneration in accordance with the following:

Daily Rate of Qualified Daily Occasional Teachers (inclusive of vacation and statutory holiday pay).

<u>Date</u>	<u>Base Rate</u>	<u>Vacation</u>	<u>Stat Holiday</u>	<u>Total</u>
August 31, 2019	\$222.19	\$8.89	\$6.67	\$237.74
September 1, 2019	\$224.41	\$8.98	\$6.74	\$240.12
September 1, 2020	\$226.65	\$9.07	\$6.80	\$242.52
September 1, 2021	\$228.92	\$9.16	\$6.87	\$244.95

Daily Rate of Unqualified Daily Occasional Teachers:

Effective September 1, 2004, the daily (short term) rate for Unqualified Occasional Teachers shall be 80% of the daily rate for Qualified Daily Occasional Teachers.

Qualified Long Term Occasional Teacher Rate

A qualified Long Term Occasional Teacher shall be placed on the Secondary Teachers' Salary Grid in accordance with the recognized teaching experience and category placement effective on the tenth (10) consecutive teaching day and retroactive to the first (1st) day the Occasional Teacher began the long term occasional teaching assignment. The Long Term Occasional Teacher shall continue to be paid according to the Secondary Teachers' Salary Grid until the expiration of the assignment. It is understood and agreed that the salary of the Long Term Occasional Teacher includes vacation and statutory holidays.

Unqualified Long Term Occasional Teacher Rate

An unqualified Long Term Occasional Teacher shall be placed on the Secondary Teachers' Salary Grid at minimum Category I effective on the tenth (10th) consecutive teaching day and retroactive to the first (1st) day the Occasional Teacher began the long term occasional teaching assignment.

The Occasional Teacher shall continue to be paid according to the Secondary Teachers' Salary Grid at minimum Category I until the expiration of the assignment. It is understood and agreed that the salary of the Long Term Occasional Teacher includes vacation and statutory holidays.

- L9.2 Effective Sept. 1, 2001 for the purpose of calculating the rate of a Long Term Occasional Teacher, the calculation shall be made on the basis of one-hundred and ninety-four (194) days.
- L9.3 Where a Long Term Occasional Teacher is employed on a part-time basis to replace a contract teacher, the Occasional Teacher's rate of pay, according to the provisions of Section 9.01 of the Agreement, shall be prorated in the same ratio as the part-time employment bears to the full-time employment of the contract teacher being replaced.

ARTICLE L10 – QUALIFICATIONS

- L10.1 Category definitions shall be those outlined by the Ontario Secondary School Teachers' Federation Certification which is in effect at the time of the ratification of this Agreement.
- L10.2 Documentary proof of qualifications and experience shall be incumbent on all Occasional Teachers.
- L10.3 (a) Where a teacher has notified the Board in writing by November 30 of any school year that **they are** expecting a change in category or qualifications, for qualifications completed by September 1 of the same year, the increased salary will be paid retroactive to September 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.
- (b) Where a teacher has notified the Board in writing by March 1 of any school year that **they are** expecting a change in category or qualifications, for qualifications completed by January 1 of the same year, the increased salary will be paid retroactive to January 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.

ARTICLE L11 – RECOGNIZED TEACHING EXPERIENCE

- L11.1 Previous contract teaching experience in Ontario or equivalent as well as previous occasional teaching experience recognized by the predecessor Boards shall be recognized as teaching experience for the purpose of placing a Long Term Occasional Teacher on the Secondary Teachers' Salary Grid.
- L11.2 In addition to Article L11.1, long term occasional teaching experience in Ontario accumulated after September 1, 1998 and short term (daily) occasional teaching experience with the Greater Essex County District School Board accumulated after September 1, 2002 shall be recognized as teaching experience for the purpose of placing a Long Term Occasional Teacher on the Secondary Teachers' Salary Grid.

Any long term occasional teaching experience recognized by the predecessor Boards prior to September 1, 1998 shall also be recognized.

L11.3 Experience calculated shall be added to an Occasional Teacher's previous experience and shall be effective as of the next school year.

L11.4 Teaching experience shall be calculated on the basis that one hundred and ninety four (194) days equals one (1) full year. Teaching experience earned under Articles L11.01 and L11.02 shall be cumulative from year to year and shall be calculated as follows:

each full year of experience shall count as one (1) year;

for grid purposes, any remaining fraction of a year shall be calculated as follows:

- | | | | |
|------|---------------------------------------------------------|---|---------------------------|
| i) | less than .4 of a year | - | no credit in a given year |
| ii) | .4 of a year and less than .8 of a year in a given year | - | 1/2 year credit |
| iii) | .8 of a year and up to 1.0 of a year in a given year | - | 1 year credit |

L11.5 In addition to the experience recognized above, previous teaching experience in **Continuing Education with the Board (i.e. Summer School and Night School)** shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid. Such teaching experience shall be calculated on the basis of one (1) credit equal to one- sixth (1/6) of one year.

Teaching experience under this section shall be cumulative from year to year and shall be calculated as follows:

1. each full year shall count as one (1) year. In any one (1) school year, no teacher shall accumulate experience exceeding one (1) full year.
2. any remaining credits shall be calculated on a semester basis each September as follows:
 - i) one (1) credit - no experience
 - ii) two (2) credits - 1/4 year experience
 - iii) three (3) or more credits - 1/2 year experience

L11.6 Effective September 1, 2001, each year of business or industrial experience for Long Term Occasional Teachers in technological studies assignments shall count as one year of teaching experience on the grid to a maximum of six years.

ARTICLE L12 – REPORTING PAY

- L12.1 An Occasional Teacher who reports for an assignment and who is not required by the principal shall be paid for one-half (1/2) day and shall be assigned professional duties by the principal for one-half (1/2) day. It is understood that the Occasional Teacher shall be paid only upon accepting the assignment given by the principal for that half day.

ARTICLE L13 – PROFESSIONAL ACTIVITY

Note: Refer to Central Terms Occasional Teachers and PA Days, C.12.0 p. 19

- L13.1 When a Professional Activity/Development Day is scheduled during the period of a Long Term Occasional Teacher's assignment, the Occasional Teacher shall participate in the activities for that day and it shall be considered as part of the current assignment. A Professional Development Day shall not break the continuity of an assignment.
- L13.2 Should a Professional Activity/Development Day occur during the term of a long term assignment (including the end of a school term), the Professional Activity/Development Day shall be considered as part of the long term assignment and the occasional teacher will participate in the school's activities or professional development for that day(s) and be eligible for the occasional teacher's predetermined grid pay as in the rest of the long term assignment. For clarity in addition to any other definition of a long term assignment in this collective agreement, the term of a long term assignment shall be determined as the period of time that the teacher being replaced is away from work, as long as the notification timelines for long term assignments are met and the long term Occasional Teacher is in place.
- L13.3 The Board shall, upon request, provide information to the President of the Occasional Teachers for District 9 and/or **their** designate, about activities planned for each professional activity day, Board sponsored workshop, course and curriculum meeting. Daily Occasional Teachers may participate on a voluntary basis subject to the availability of space.
- L13.4 For each Occasional Teacher who is on a Board recognized committee, the Board will pay, at the daily rate of the Long Term Occasional Teacher or at the basic rate for an Occasional Teacher who is not on a long term assignment, for scheduled occasional teaching time lost while attending meetings with the Board or officials, provided the meeting was called or sanctioned by the Board or its management representatives.
- L13.5 (a) The **appropriate identified** Superintendent will meet annually with representatives of the bargaining unit to discuss the Board's role in a professional development day for Secondary Occasional Teachers.
- (b) If funding specific to occasional teacher professional development is allocated by the Ministry of Education, the Board will make those funds available to be used for PD sessions, whereby the **appropriate identified** Superintendent and the OT President will discuss the allotment of the funds to be used in the relevant OT workshop(s).

ARTICLE L14 – MISC. LEAVES FOR LONG TERM OCCASIONAL TEACHERS

- L14.1 (a) A Long Term Occasional Teacher will be allowed leaves without loss of salary, benefits or experience as described hereunder:
- i) up to five (5) days compassionate leave in the event of the death of a spouse, parent, step-parent, child, step-child, brother, stepbrother, sister, step-sister, mother or father-in-law, total dependent.
 - ii) up to three (3) days compassionate leave for the attendance of the long term occasional teacher at the funeral of a son-in-law or daughter in law, brother-in-law or sister-in-law, grandparents or grandchildren.
 - iii) up to one (1) day compassionate leave for the funeral of a close personal friend or relative not mentioned above.
- (b) A Long Term Occasional teacher will be allowed leave without loss of salary for the following:
- i) jury duty
 - ii) quarantine
 - iii) subpoena
 - iv) birth or adoption (2 days)
- (c) A Long Term Occasional teacher will be allowed leave with loss of salary for the following:
- i) examination
 - ii) graduation
- (d) A long term occasional teacher will be allowed up to two (2) personal leave days in a school year.
- (i) The Long Term Occasional Teacher is not required to provide a reason to Administration / Superintendent.**
- (ii) These days cannot be used to extend any other type of leave or break, i.e. Christmas or March Break, Summer Holiday and/or statutory Holidays. Exceptions may be made by the Superintendent of Human Resources or designate.** The Long Term Occasional Teacher shall reimburse the Board for the cost of the daily Occasional Teacher employed on the day of the personal leave.
- L14.2 Leaves under this article, as well as an appearance in a grievance/ arbitration proceeding, shall not be considered as having interrupted the Occasional Teacher's long term assignment.

ARTICLE L15 – PREGNANCY / ADOPTION / PATERNITY LEAVE

Note: Refer to Central Terms Letter of Agreement #6 Status Quo Central Items as Modified by this Agreement, p. 47-48

L15.1 (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.

A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. A parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes in to the custody, care and control of a parent for the first time.

- (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the Occasional Teacher and the appropriate Superintendent. The return date will be determined prior to the commencement of the leave.
- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the appropriate Superintendent upon a request by an Occasional Teacher, such leave to terminate on a date mutually agreed by the teacher and appropriate Superintendent but not to exceed beyond the end of the school year.

The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (c) (i) or (ii) above.

An Occasional Teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.

For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be entitled to further credit for service or experience. Seniority shall continue to accumulate in accordance with Article L9.

Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave except for illness or disability verified by a physician.

The pregnancy/adoption/parental leave shall apply in respect of any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.

ARTICLE L16 – LEAVE OF ABSENCE AND TIME RELEASE

L16.1 (a) **An Occasional Teacher may be granted a leave of absence. The Occasional Teacher agrees that they will not be employed by the co-terminus Boards during this time.** The Occasional Teacher's name will be removed from the Roster

for the period of the leave (for the period of one or two semesters) and will be added to the Roster upon the Occasional Teacher's termination of the leave.

- (b) Such leave start and end dates granted under (a) above must coincide with a full semester or school year.
- (c) An Occasional Teacher must submit a written request for leave of absence to the appropriate superintendent. Such requests must be submitted by June 1st for leaves commencing the first semester of the following school year and December 1st for leaves commencing second semester of that school year. Such leaves shall not be unreasonably withheld.
- (d) The maximum number of **members** approved leaves under this article in any given semester shall be **twelve (12)**.
- (e) The Board will notify the member within two (2) weeks on the status of the leave request as 'accepted or denied'.**

L16.2 The leave of absence shall not interrupt the continuance of employment of the Occasional Teacher with the Board.

- L16.3 (a) The Board shall excuse from teaching duties members of the Bargaining Unit Negotiation Committee, at no cost or loss to the individuals concerned, to attend negotiation sessions with the Board. The Union will reimburse the Board for any occasional teacher required and employed by the Board to cover the absence.**
- (b) At the request of the Bargaining Unit President, the Board shall excuse from teaching duties, at no cost or loss to the individuals concerned, members of the Bargaining Unit who must be absent during working hours to carry out Union related business provided the Union reimburses the Board for the cost of any replacement teacher required.**

ARTICLE L17 – ROSTER

L17.1 The Board will prepare a Roster of Occasional Teachers available for assignments in the secondary schools by October 31st of each school year. For each Occasional Teacher whose name is entered on the Roster, the following information will be provided: name, subject(s) in which the Occasional Teacher holds Ontario College of Teacher (O.C.T.) qualifications, current assignment (daily or long term), and seniority as determined in Article L18 of this Agreement. Amendments to the Roster (Additions, and permanent deletions) shall be forwarded to the President of the Occasional Teacher Bargaining Unit forthwith.

L17.2(a) The maximum number of Occasional Teachers on the Roster shall be **twenty percent (20%) of the TBU** full-time equivalents including those secondary teachers who have been terminated by the Board due to redundancy and teachers in the permanent supply pool as of August 31, 2017 in accordance with the Secondary Teachers' Collective Agreement. It is understood that no occasional teacher will be laid off due to the inclusion of teacher bargaining members as per this paragraph. If the superintendent responsible for the Occasional Teachers determines that the number of Occasional Teachers available does not meet the needs of the Board, additional Occasional Teachers may be added to the Roster following **agreement** with the **Occasional Teacher** President of District 9. If additions are made to the Roster such that the membership list passes the **twenty percent (20%)**, then the Roster will be reduced back **twenty (20%) of TBU**, as soon as possible through attrition, in accordance with the Board's needs as determined by the **appropriate** superintendent.

(b) FTE Calculation

(i) The FTE of an occasional teacher will be calculated as a fraction of days available for work divided by 194.

(ii) For occasional teachers with partial contract positions the occasional teacher FTE will be one (1) minus the FTE of the contract position).

L17.3 A new Occasional Teacher added to the Roster must have a Certificate of Qualification with intermediate and senior qualifications in a subject area taught in the secondary schools. Notwithstanding the above, the Board may include on the Roster persons without a Certificate of Qualification with both intermediate and senior qualifications or persons with a Letter of Standing or a Letter of Permission in order to provide supply teachers in subject areas in which it is difficult to obtain persons with the proper qualifications or in special circumstances.

L17.4 Prior to being placed on the Roster, an applicant must submit proof of certification and all other required documents.

ARTICLE L18 – SENIORITY

- L18.1 Seniority shall be defined by the date of hire within the Occasional Teacher Bargaining Unit. An Occasional Teacher on a paid or unpaid leave of absence is deemed to continue to accumulate seniority during that leave of absence.
- L18.2 Where Occasional Teachers have equal seniority in accordance with Section 18.01, the order of seniority shall be determined by a lot conducted by the bargaining unit.
- L18.3 A seniority list will be made available to the District 9 O.S.S.T.F. annually on or before October 31st.

ARTICLE L19 – WORKING CONDITIONS

- L19.1 (a) An occasional teacher who is assigned more than two periods (semester equivalent) of teaching and or other professional duties shall be paid a full day's pay. An occasional teacher shall not be assigned more than 3.5 periods (semester equivalent) of teaching or other professional duties in a day.

An occasional teacher who is assigned two or fewer teaching periods (semester equivalent) shall be paid one-half day.

- (b) An Occasional Teacher may be required to teach the equivalent timetable /workload of a regular teacher for that school. If the regular teacher is absent for reasons related to professional development and/or field trips, the Principal may combine timetables of two or more teachers within the workload requirements of one-half or a full-day's pay. If the regular teacher is absent for reasons related to school activities the principal may combine timetables of two or more teachers within the workload requirements of a full-day's pay. Preparation periods and lunch breaks may be interchanged with other periods to provide flexibility but may not be assigned for teaching duties.

It is understood and agreed that the supervisory duties assigned to an Occasional Teacher shall not have the effect of reducing the supervisory duties of contract teachers. This does not apply in emergency situations.

- (c) A daily occasional teacher shall not be required to work more than twenty (20) half period on-call assignments in one school year. An occasional teacher who is hired subsequent to the start of the school year shall have the number of on-calls pro-rated based upon the number of months remaining in the school year divided by ten months.
- (d) The payout for daily occasional teachers for overages of on-call assignments above twenty (20) half periods will be paid by July 30th of the current school year. The occasional teacher must notify the Board of any discrepancies by June 15th of the current school year.**

- (e) **When an occasional teacher is in a long term assignment they will follow the contract teachers schedule and will access Additional Professional Assignments (On-Calls/Supervision) from the OSSTF TBU Collective Agreement.**
- L19.2 The Board shall ensure that the Occasional Teachers have reasonable access to information, material and supplies (**e.g. keys**) that are necessary for the performance of their duties. The information will include policies and procedures with respect to attendance and discipline
- L19.3 The Board shall provide bulletin board space in each school for the posting of notices which may be of interest to Occasional Teachers.
- L19.4 Any Occasional Teacher covered by this Agreement shall be provided access of this Collective Agreement electronically. Each school is to have a copy of the Collective Agreement available in the school.
- L19.5 Any matter which is of concern to either party to this Agreement may be the subject of discussion at a regularly scheduled meeting of the Joint Relations Committee established under the terms of the Secondary Occasional Teachers' Collective Agreement.
- L19.6 Occasional Teachers shall be required to notify the Human Resources Department of the Board, in writing, of any change of address and/or telephone number.
- L19.7 The Board shall reimburse each Occasional Teacher, at the Board's current kilometre/mileage rate **as per Board policy**, for travel between schools in an assignment involving two (2) or more schools.
- L19.8 A probationary Occasional Teacher who is removed from the Roster may request a letter from the Board indicating the reasons for being removed. It is understood and agreed that the removal of a probationary Occasional Teacher from the Roster and the reasons given for such removal are not subject to the grievance/arbitration procedures contained in this Agreement.
- L19.9 Only supervisory officers, secondary principals and vice-principals shall evaluate an Occasional Teacher's competence.
- L19.10 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided she or he arrives within a reasonable time of receiving such late request.
- L19.11 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.

L19.12 Personnel Files

- (a) Following the written request of an Occasional Teacher for an appointment, the Board shall make available for review, during normal business hours, all information in **their** files. Such review shall be in the presence of a member of the Human Resources Department.
- (b) The Occasional Teacher may be accompanied by an OSSTF representative.
- (c) Upon written authorization by the Occasional Teacher, an OSSTF representative shall have access to the Occasional Teacher's file.
- (d) The Occasional Teacher may copy any material contained in **their** file.
- (e) If the Occasional Teacher disputes the accuracy or completeness of information in the file other than an evaluation report, the appropriate Superintendent, or designate, within a reasonable time from the receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the appropriate Superintendent, or designate, shall, at the written request of the Occasional Teacher, notify all persons who received a report based on the inaccurate information of any amendments.
- (f) A member may make a request to the appropriate Superintendent, in writing, to have a disciplinary letter removed from the Member's personnel file after two years if that Member has had no additional related letters placed into the file since the date of the letter in question. These letters include letters of **Record of Meeting, Verbal Warning, Written Warning and Suspension Letter**.

The appropriate Superintendent shall respond in writing, within ten school days as to whether or not such request shall be granted. Where this request is granted no reference to the document shall remain in the file. Where the request is denied, the Superintendent shall provide the reason for the denial, in writing, to the Member.

L19.13 Where an Occasional Teacher on a long term assignment is employed on a day where the school is closed due to special circumstances, he/she shall be paid for the scheduled assignment.

L19.14 For purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

ARTICLE L20 – DISTRIBUTION OF WORK

L20.1 (a) The method of calling Occasional Teachers will be conducted in such a manner so as to give recognition to Ontario College of Teachers (O.C.T.) qualifications. It is understood and agreed that because of the complexity of calling Occasional Teachers and the complexity of the timetables of the contract teachers, Occasional Teachers may be called to teach in areas other than those in which they hold (O.C.T.) qualifications.

- (b) Secondary Occasional Teachers will be surveyed annually for their interest in being on the elementary emergency supply list. Teachers who hold the necessary elementary qualifications, who indicate this interest, shall be added to that emergency list. Secondary teachers who accept elementary emergency assignments are subject to the elementary emergency working conditions.
- L20.2 Occasional Teachers who are not interested in long term teaching assignments shall inform the Board of this in writing annually.
- L20.3 (a) When it is predetermined by at least twenty (20) school days in advance of the start of the absence that a long term occasional teacher will be required for a continuous period of two (2) months or more such vacancy shall be posted at least five (5) days prior to the closing date for applications. A copy shall be forwarded to the Union. It is understood that a long term occasional teacher position that becomes known subsequent to June 1st for a period to commence in the following school year may be posted at the discretion of the Board.
- (b) Such vacancy notice shall be posted electronically by the Board.
- L20.4 The Board reserves the right to replace an Occasional Teacher in an extended assignment that is not known in advance. Such a replacement shall not be considered a disciplinary action.
- L20.5 Upon request by the President of the Occasional Teachers' Bargaining Unit, or designate, the Board will attempt to provide information regarding the number of days and assignments worked by Occasional Teachers.
- L20.6 An Occasional Teacher may be released from a daily assignment to accept a long term assignment.
- L20.7 The Board and OSSTF agree to meet regularly **(five [5] meetings per school year)** to discuss on-going issues arising from the operation of the Collective Agreement or any other relevant occasional teacher concerns and at least once per year to review the design and operation of the **Board callout system (BCS)**.
- L20.8 The Board places occasional teachers in long term assignments based on their response to the annual teacher questionnaire.**
- L20.9 (a) Any daily Occasional Teacher will be permitted to attend Professional Development Activities on a voluntary basis, provided that there is adequate space to attend.**
- (b) The PD activities for daily Occasional Teachers shall be by mutual agreement of both parties.**

ARTICLE L21 – CONTRACT VACANCIES

- L21.1 The Board will annually survey all occasional teachers to determine their interest in obtaining a contract position. This list will be shared with the principals at the appropriate staffing meeting.
- L21.2 For contract positions that become available during the school year, occasional teachers may submit an expression of interest in writing **as directed in the posting**. Should the position not be filled, occasional teachers will be considered.
- L21.3 The Board agrees to consider such applications for interviews when teachers are being hired for the appropriate panel.

ARTICLE L22 – BENEFITS

Note: Subject to Central Terms C7.00 pg. 11 and The Historic Letter of Agreement #4 pg. 40-46.

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

- L22.1 (a) The Board will pay 100% of the premium cost of an Extended Health Care Plan, Semi-private Hospital Care and Basic Dental Plan to Long Term Occasional Teachers who have been in the same assignment for more than three (3) consecutive months and who have decided to enrol in the plans for the duration of the assignment. If the assignment is known in advance to exceed three (3) months, the premium cost will be paid at the commencement of the assignment. If the assignment is not known to exceed three (3) months, the premium cost will be paid at the commencement of the fourth (4th) month or as soon as it becomes known that the assignment will exceed three (3) months.
- (b) The Board's share of the benefits provided by Article L22 (a) for an employee working less than full-time will be prorated in the same ratio as the part-time employment bears to the full-time employment.
- (c) Should there be a summer holiday break within the specified term of the long term assignment, then the Long Term Occasional Teacher shall continue to receive the same benefit coverage during the break period.
- (d) An occasional teacher who has worked a minimum of sixty (60) days in the previous school year is eligible to enrol in the Board's benefit plan. The occasional teacher must notify the Board no later than July 15th of his or her intention to enrol. The occasional teacher accepted into the plan shall remain enrolled for a minimum of one year. The occasional teacher shall provide the Board with automatic bank withdrawal information and the full cost of the premiums shall be deducted one month in advance. An occasional teacher who has enrolled in the plan, shall be terminated from the plan if that teacher goes two years without working a minimum of sixty (60) days.

ARTICLE L23 – PAID SICK LEAVE

Note: Refer to Central Terms C 9.0 Sick Leave, (e), p. 17

- L23.1 Leaves under Article L23 shall not be considered as having interrupted the Occasional Teacher's long term assignment.
- L23.2 Sick days covered under Article L23 will be considered to count toward days of experience gained when calculations are done at the end of the school year.

ARTICLE L24 – WORKPLACE SAFETY AND INSURANCE

Note: Subject to Central Terms C7.10 pg. 14 and Letter of Agreement #6 pg 49

- L24.1 (a) It is agreed that when a Long Term Occasional Teacher is injured during the performance of his/her duties and is unable to perform such duties and receives approval for a temporary loss of earnings benefit under the Workplace Safety and Insurance Act, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. A deduction from the teacher's sick leave credits will be made at a rate equal to the top-up, not to exceed a deduction of 0.3 sick leave credits per day of absence.
- (b) Long Term Occasional Teachers who receive payments under Article L24.1 (a) will be entitled to the Board's contribution to benefits, if applicable.
- L24.2 (a) It is agreed that when a Long Term Occasional Teacher receives approval for a permanent disability pension and is unable to work, the teacher will receive an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. The portion of a day deducted from the teacher's sick leave credit per day of absence will be equal to the ratio of the difference between the permanent disability pension and the net salary compared to the teacher's gross salary.
- (b) Long Term Occasional Teachers who receive payments under Article L24.2 (a) and who are drawing sick leave in accordance with Article L24.2 (a) will be entitled to the Board's contribution to benefits, if applicable.
- L24.3 It is understood and agreed that Articles L24.1 (a) and L24.2 (a) will apply so long as the teacher has sick leave credits. In the event that the sick leave credits are exhausted, the long term occasional teacher will receive the Workplace Safety and Insurance Act benefits.

ARTICLE L25 – OCCUPATIONAL HEALTH & SAFETY

- L25.1 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.
- L25.2 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee. In accordance with the above, the Board will notify the OTBU President or designate as soon as is reasonably possible, when an employee is taken by ambulance to hospital. All attempts will be made to do this by the end of the workday.
- L25.3 An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.

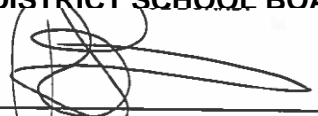
ARTICLE L26 – DURATION

Note: Refer to Central Terms Notice to Bargain, C2.3 p.7 and the School Board Collective Bargaining Act.

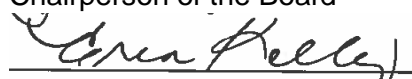
- L26.1 This Agreement shall supersede all previous Agreements and shall form the basis for computing all salaries and other conditions defined herein.
- L26.2 Nothing herein prevents the revision or amendment of any provision of this Agreement by mutual consent in writing of the parties hereto during the term of this Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified in accordance with the respective procedures of each party.

Dated at Windsor, Ontario, this 30th day of September, 2020.

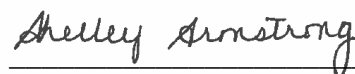
Signed and agreed upon on behalf
of the **GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD:**



Chairperson of the Board



Director and Secretary of the Board



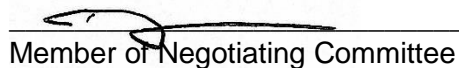
Treasurer of the Board



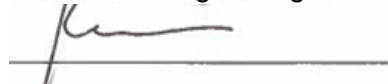
Superintendent of Human Resources



Member of Negotiating Committee



Member of Negotiating Committee



Member of Negotiating Committee

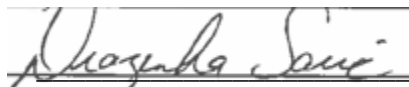
Signed and agreed upon on behalf
of the **SECONDARY OCCASIONAL
TEACHERS BARGAINING UNIT:**



President, O.S.S.T.F. – O.T.B.U.



Lead Negotiator



Member of Negotiating Committee

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS

RE: OT HANDBOOK

The Board and OSSTF-OTBU agree to form a committee to create an occasional teacher handbook for both daily occasional and long-term occasional teachers.




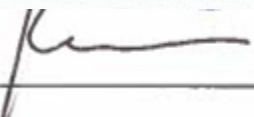
A copy of this handbook will be provided to all of the new hires at their orientation.

The Board and OSSTF-OTBU agree to update the occasional teacher handbook annually.

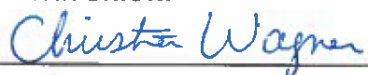

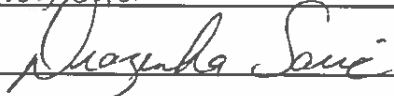

A current copy of the occasional teacher handbook will be posted on the staff intranet.

Dated at Windsor this 12th of June, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS



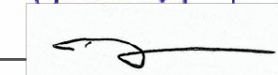
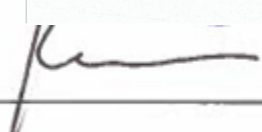
RE: DAYS WORKED AND LOCATION

The parties agree to the following:

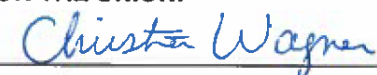
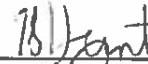


1. The Occasional Teacher may specify the number of days per week and/or the specific days of the week that **they are** available to work.
2. These choices will be submitted in writing to the Superintendent responsible for the secondary staffing by June 30th of each school year for the following school year and December 15th for the second semester of that school year.
3. The Board reserves the right to stop the practice noted in this Letter of Understanding, with twenty (20) days' notice. If the practice becomes disruptive to the operation of the system. If the practice is eliminated, it shall not be subject to the grievance and arbitration provisions of the agreement.
4. **This letter of understanding will be in effect until August 31, 2021, however consultation with the Occasional Teacher President will occur before May 15th, 2021 to discuss possible extension of this date.**

Dated at Windsor this 12th of June, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION



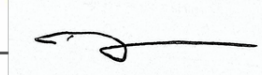
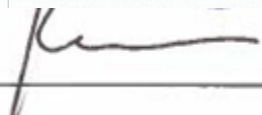
OCCASIONAL TEACHERS

RE: ASSIGNMENTS IN TWO SCHOOLS


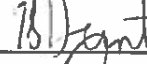
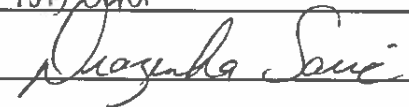
An occasional teacher who is offered a second half-day assignment on a single day will not be penalized for refusing the second assignment.

Dated at Windsor this 12th of June, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION



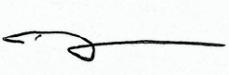
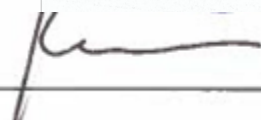
OCCASIONAL TEACHERS

RE: POSTINGS


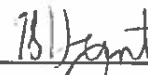
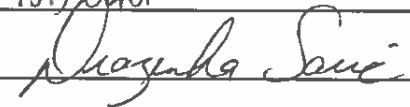
The method for posting vacancies will be discussed at Joint Union Management meetings to be held prior to November 30 in any given year.

Dated at Windsor this 12th of June, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS

RE: PROFESSIONAL DEVELOPMENT




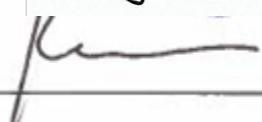
The Board agrees to meet with representatives of the Bargaining Unit annually to plan a Professional Development Day for secondary Occasional Teachers. The Board commits to:

- Providing an appropriate location to host the event.
- Assisting the Union in developing an agenda and materials for the day.
- Providing resource personnel to deliver workshops on the scheduled day.



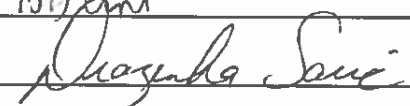
It is understood that the Professional Development Day shall be a voluntary activity for Occasional Teachers and shall be an unpaid day. The Board shall not be responsible for any costs associated with the activity other than any cost associated with the above commitments.

Dated at Windsor this 12th of June, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS




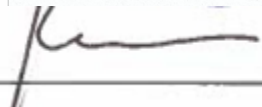
RE: HIRING PRACTICES

In the event that Regulation 274 no longer exists, the Board and the union agree to a discussion regarding hiring practices.

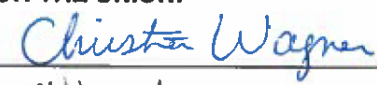

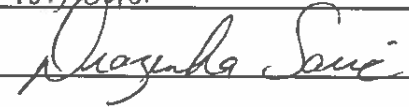
In the event that Regulation 274 is revised, the Board and the union agree to a discussion about implementation of the revised regulation.

Dated at Windsor, Ontario, this 30th day of September, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

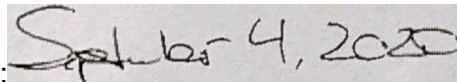
OCCASIONAL TEACHERS

RE: PAY FOR DAILY OTS DURING RE-OPENING OF SCHOOLS

While under the current school timetables the Greater Essex County District School Board agrees to pay Daily Occasional Teachers who teach for 225 minutes (and may include a traditional prep coverage) a full day of pay and a half day for teaching up to 150 minutes.

This agreement is in place during the quadmester schedule.

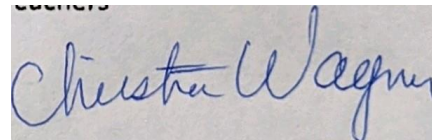
Dated at Windsor:

September 4, 2020

For the Greater Essex County
District School Board



For the Ontario Secondary School
Teachers' Federation — Occasional
Teachers



LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION




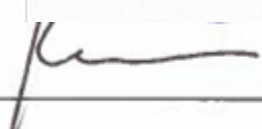
OCCASIONAL TEACHERS

RE: PARENT TEACHER INTERVIEW


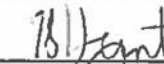

The Board agrees to advocate for a school year calendar that allows for the scheduling of Professional Development Days on a Friday shortly following the Parent-Teacher Interviews in order to facilitate the provision of the afternoon off in lieu of time spent at Parent Teacher Interviews for an occasional teacher who is in a long-term assignment

Dated at Windsor, Ontario, this 30th day of September, 2020.

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS

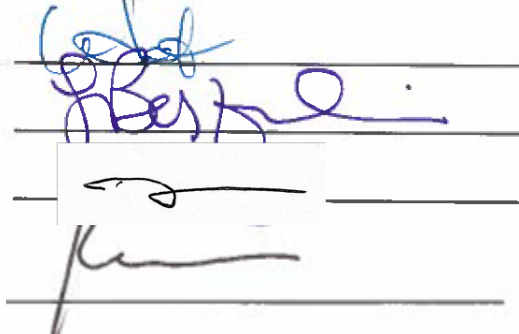
RE: CANCELLED ASSIGNMENTS

The parties agree to monitor the number of instances where an occasional teacher is called to an assignment only to find that it has been cancelled. An effort will be made to determine why these situations arise and to correct the situation if possible.

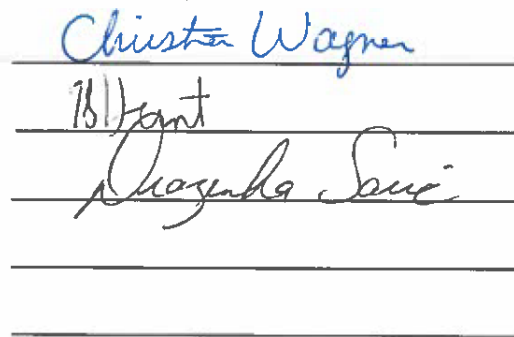
It is expected that the Board will re-assign occasional teachers provided there is an open assignment available that day.

Dated at Windsor, Ontario, this 30th day of September, 2020

FOR THE BOARD:



FOR THE UNION:



LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

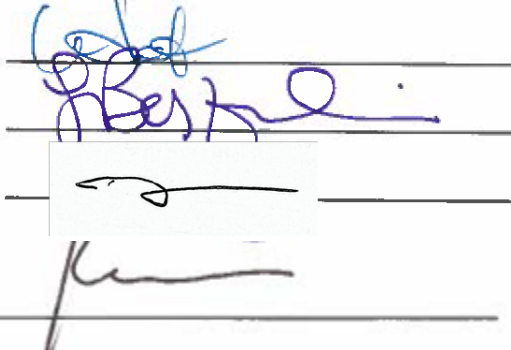
OCCASIONAL TEACHERS

RE: CALL OUT SYSTEM

The Parties agree to meet to investigate possible options for improving the current call out system. Discussions will include, but not be limited to, available TESS features such as text messaging. The committee shall be comprised of two (2) OSSTF-OT members and two (2) Board staff. The Parties may mutually agree to include additional participants. The committee shall meet prior to January 31, 2021 and complete its work by June 30, 2021.

Dated at Windsor, Ontario, this 30th day of September, 2020.

FOR THE BOARD:



FOR THE UNION:

