

COLLECTIVE AGREEMENT

between

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

and

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

**EFFECTIVE PERIOD:
SEPTEMBER 1, 2014 TO AUGUST 31, 2019**

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PART A

CENTRAL TERMS

PART A - CENTRAL TERMS - APPENDIX I TO OSSTF Teachers MOS

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 Single Collective Agreement

- a) The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C2.2 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, 2014 to August 31, 2017, inclusive.

C2.3 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.

C2.4 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.

Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) A central 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.
- c) The Committee shall complete its review within 10 days of the grievance being filed.
- d) 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.
- e) 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 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 58 less the teacher's age as at June 30, 2016.
- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

C7.00 BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards 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.

Post Participation Date, the following shall apply:

C7.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.

C7.2 Cost Sharing

- a) The total funding in C7.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C7.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C7.4 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.
- c) Status quo to be determined.

C7.5 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.

C7.6 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

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

- a) Family Medical Leave or Critically Ill Child Care 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.

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.

- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDLP 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, STLDLP, 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 STLDLP 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 STLDLP, 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 STLDLP days from the previous school year's allocation. In the event the Teacher exhausts their STLDLP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDLP 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, but will instead be deducted from the new allocation once provided.
 - vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.
- e) **Short-Term Leave and Disability Plan Top-up**
- i. Teachers accessing STLDLP 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 STLDLP.
 - 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 STLDLP.

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

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

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

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

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or 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.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.
- b) Teachers shall use their professional judgment as defined in C3.5 above. Teachers' professional judgments are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgment 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 judgments 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.

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.



MEDICAL CERTIFICATE

CONFIDENTIAL

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>):	Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	
<input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No



MEDICAL CERTIFICATE

CONFIDENTIAL

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:			

It is the policy of the Greater Essex County District School Board to collect, use, retain and disclose personal information in the course of meeting its statutory duties and responsibilities. The Greater Essex County District School Board is committed to the protection of privacy and complies with all applicable provisions in the Education Act, the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), the Personal Health Information Protection Act (PHIPA), and any other applicable legislation.

PLEASE RETURN THE COMPLETED FORM TO OUR CONFIDENTIAL FAX NUMBER at FAX #: (519)-255-3207

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, 2014.

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.

This Letter of Understanding will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

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')**

AND

The Crown

RE: Regulation 274 - Hiring Practices

The parties and the Crown agree that hiring for Long Term Occasional and permanent positions as set out in Regulation 274 under the Ontario Education Act is governed solely by and contained exclusively in that regulation and is outside the purview of this collective bargaining process.

The parties and the Crown agree to meet to discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.

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: Class Size

The parties agree that the issue of class size has been addressed at the Central Table and that the practices and collective agreement provisions currently in effect in local boards shall remain status quo. Such practices and collective agreement provisions shall not be subject to local bargaining or mid-term amendments between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*. However in extenuating circumstances exceptions may be made on a case by case basis with the mutual consent of the local parties to support student programming. The parties further agree that the central parties shall permit these discussions to occur.

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.

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')**

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 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. 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. E-Learning
2. Dual Credits
3. Equivalent Learning
4. Additional Professional Assignments / Supervision
5. Staff Meetings
6. Occasional Teacher Workload Provisions
7. Local Committee Structure for Statutory Committees
8. Contracting Out
9. Guarantees Re: Job Security
10. Guaranteed Generation
11. Access to Employment / Increase to FTE Entitlement
12. Principals/Vice Principals Return to the Bargaining Unit and Acting/Temporary Principals/Vice Principals
13. Qualification-based allowances
14. VLAP

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 STLDLP.
- 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 STLDLP 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 (STLDLP). 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:

APPENDIX II TO OSSTF Teachers MOS

MEMORANDUM OF AGREEMENT #1

BETWEEN

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

AND

The Crown

RE: Hiatus on Ministry Initiatives

During the development of the Ministry of Education PPM regarding Ministry/School Board initiatives and collaborative professionalism as per Memorandum #2, any proposed new provincial initiatives, which would impact on workload, classroom quality or testing/data collection will not be introduced.

This would exclude:

- All existing initiatives;
- Previously announced and/or implemented programs in school boards; and
- New initiatives required to respond to concerns about student safety.

MEMORANDUM OF AGREEMENT #2

BETWEEN

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

AND

The Crown

RE: Ministry/School Board Initiatives

Introduction

Whereas Ontario's Education system is committed to improving Student Achievement and Wellbeing;

Whereas Ontario's Renewed Vision built on a strong foundation of excellence, focuses on
Excellence, Well-being, Equity and Public Confidence;

Whereas Ontario is a world class Education system with exemplary educators at all levels of the organization who possess a collective commitment to sustaining excellence;

Whereas research on exemplary practice supports further development of the concepts of collaborative professionalism and expands previously held concepts of leadership;

Whereas perceptions exist in some parts of the sector that initiatives, expectations and practices need to be reviewed;

Whereas two research studies have been conducted that examine workload and professionalism; and

Whereas transformation requires change at all levels: Ministry, School Boards, Schools and Classrooms.

Ministry Commitment

The Ministry of Education commits to:

- 1) The establishment of a representative body (transformation team) whose first responsibility is to inform the development of a Policy/Program Memorandum (PPM).
- 2) The creation of a provincial body with representatives from teacher federations, principal associations, and school board leadership to meet quarterly each year to discuss new initiatives, including implications for training, resources and timing which is different from the body described above.
- 3) The creation of a PPM that will clarify and commit to a renewed collaborative professionalism and leadership in Ontario's education system.

- 4) The completion of the PPM no later than May 31, 2016.

Please note that two different tables will be created as described above in the Ministry commitments.

Scope of Policy/Program Memorandum

This PPM would include the following concepts:

- 1) The establishment of a vision for collaborative professionalism that improves student achievement and well-being;
- 2) The determination of the appropriate balance between external accountability and internal responsibility;
- 3) A review of and a clearer definition about the shared roles and responsibilities regarding assessment and reporting;
- 4) The development of a process of review for the representative provincial body looking at initiatives which may include but is not limited to:
 - Providing input into the review, development, implementation and evaluation of new initiatives;
 - Guiding appropriate timing and pacing of new initiatives;
 - Integrating possible new initiatives, materials and resources with existing practice and taking into consideration the impact of initiatives on existing demands of teachers, school and board leaders;
 - Sharing exemplary implementation practices;
 - Discussing training and professional learning requirements to support the implementation of new initiatives;
 - Understanding that some expectations and practices are no longer relevant in today's context and may need to be stopped, adjusted or changed while other expectations and practices may need to emerge, something that will be reviewed by the provincial body described above whose mandate is to discuss initiatives;
- 5) Direction to School Boards to create a mechanism or to use existing mechanisms to foster consultation, collaboration and communication with local unions, federations and associations for the implementation of new initiatives;
- 6) Evidence from the workload studies that will enhance and improve collaborative professionalism;
- 7) The transformation of our vision of leadership to foster collaborative learning cultures, which promotes and enhances teacher leadership in classrooms, school, and in school boards while honouring the role and responsibilities of formal leaders; and
- 8) The review of the concept of professional judgement in the context of effective collaborative learning cultures.

MEMORANDUM OF AGREEMENT #3

BETWEEN

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

AND

The Crown

RE: Professional Activity Days

The Ministry of Education will recommend to the Lieutenant Governor in Council that, by regulation, effective September 1, 2015, the number of instructional days be changed from 188 to 187 and the number of Professional Activity (PA) Days be increased from 6 to 7. For clarity, the total number of school days would remain at 194.

This additional PA Day would be in support of Ministry/School Board initiatives.

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 L3 - 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. 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.
- (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, harassment and objectionable behaviour are unacceptable and it is a joint responsibility to maintain a discrimination, harassment and objectionable behaviour free workplace.
- L6.3 For the purpose of this Article, all references can include discrimination, harassment and/or objectionable behaviour 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 Employee Discrimination and Harassment Prevention and Resolution and Objectionable Behaviour Prevention and Resolution. 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 The Board agrees to provide the Union with a schedule listing Occasional Teachers covered by this Agreement complete with address, OCT qualifications and major/minor subject area qualifications. This list will be provided by October 31st and March 15th of each year.

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.
- L8.2 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:

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

Date	Base Rate	Vacation	Statutory Holidays	Total
2015-09-01	1% lump sum on all earned wages			
2016-09-01	\$212.46	\$8.50	\$6.37	\$227.33
Effective 98 th day 2016-2017 school year				
	\$213.52	\$8.54	\$6.41	\$228.47

- (b) 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.

- (c) 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.

- (d) 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 he/she is 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 he/she is 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:

- (a) each full year of experience shall count as one (1) year;
- (b) 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 the Adult Day School Credit Program with the Board 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

<p><u>Note: Refer to Central Terms Occasional Teachers and PA Days, C.12.0 p. 14</u></p>
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- 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 pre-determined 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 his/her 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 Secondary Staffing 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 Secondary Staffing

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, step-brother, 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) Effective September 2006, a long term occasional teacher will be allowed up to two (2) personal leave days in a school year. 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. 30-32

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

- (b) 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.
- (c)
 - (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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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

- L16.1 (a) An Occasional Teacher may be granted a leave of absence up to one (1) school year. 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 approved leaves under this article in any given semester shall be ten (10).

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

L16.3 Any time release for the OSSTF President and Vice-President paid by the Board will be reimbursed by OSSTF.

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 one hundred and sixty (160) 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 consultation with the President of District 9. If additions are made to the Roster such that the membership list passes the 160 FTE, then the Roster will be reduced back to 160 FTE, as soon as possible through attrition, in accordance with the Board's needs as determined by the superintendent responsible for the occasional teachers.

(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 LA 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.
- L19.2 The Board shall ensure that the Occasional Teachers have reasonable access to information, material and supplies 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, 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 his/her 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 his/her 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 discipline, letters of concern or expectations, and/or records of meetings.

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 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 Telecommunication Employee Support System (TESS).

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 to the Superintendent responsible for secondary staffing. 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. 6 and Letter of Agreement #4 pg 19-26.

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, a-g (omit e), p. 11 -13

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 C7.4 pg. 6 and Letter of Agreement #6 pg 30

- 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

<p>Note: <u>Refer to Central Terms Notice to Bargain, C2.4 p.6 and the School Board Collective Bargaining Act.</u></p>

- 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.

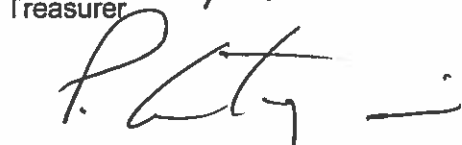
Dated at Windsor, Ontario the 30 day of June 2016


FOR THE GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD:


Chairperson of the Board


Director and Secretary
of the Board


Treasurer


Chief Negotiator


Negotiator


Negotiator

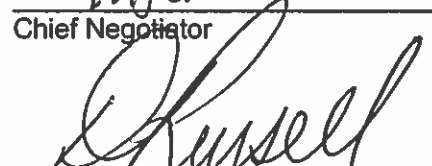
Negotiator

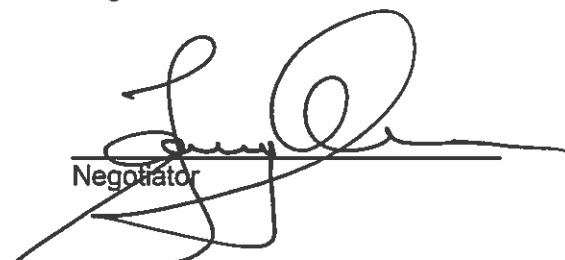
FOR THE ONTARIO
SECONDARY SCHOOL
TEACHER'S FEDERATION
- OCCASIONAL TEACHERS:

President of the Secondary
Occasional Teachers


President, District 9 - O.S.S.T.F.


Chief Negotiator


Negotiator


Negotiator

Negotiator

**LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND THE
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
OCCASIONAL TEACHERS**

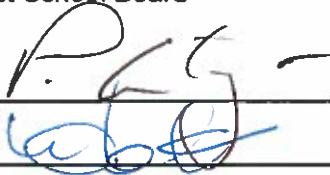
RE: CANCELLED ASSIGNMENTS

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.

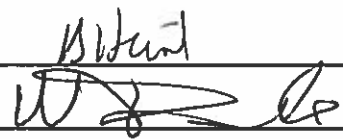
It is expected that the Board will re-assign occasional teachers provided there is an open assignment available that day.

Dated at Windsor, Ontario the 30 day of June 2016

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: DAYS WORKED AND LOCATION

The parties agree to the following:

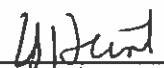

1. The Occasional Teacher may specify the number of days per week and/or the specific days of the week that he/she is available to work.
2. These choices will be submitted in writing to the Superintendent responsible for secondary staffing by June 30th of each school year for the following school year and December 15th for 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.

Dated at Windsor, Ontario the 30 day of June 2016

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: 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, Ontario the 30 day of June 2016


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: 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, Ontario the 30 day of June 2016

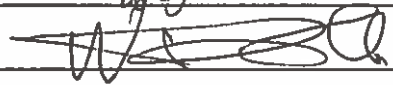
For the Greater Essex County
District School Board





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: PROFESSIONAL DEVELOPMENT

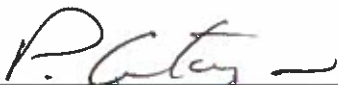
The Board agrees to meet with representatives of the Bargaining Unit annually to plan a Professional Development Day for secondary Occasional Teachers. The Board commits to:


- 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 costs associated with the above commitments.

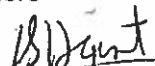
Dated at Windsor, Ontario the 30 day of June 2016


For the Greater Essex County
District School Board





For the Ontario Secondary School
Teachers' Federation – Occasional
Teachers





EXTENSION
AGREEMENT

EXTENSION AGREEMENT

BETWEEN:

Ontario Public School Boards Association (OPSBA)

AND

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION/FÉDÉRATION DES ENSEIGNANTES-
ENSEIGNANTS DES ÉCOLES SECONDAIRES DE L'ONTARIO**

hereinafter: "OSSTF/FEESO"

AND AGREED TO BY:

THE CROWN

1. The parties and the Crown agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Agreement forms the basis of full and final settlement for an extension of collective agreement terms, inclusive of both central and local terms, with the effective date of September 1, 2017 to August 31, 2019. For further clarity, the ratification of this Agreement is conditional upon local collective agreement terms remaining status quo for the period September 1, 2017 to August 31, 2019. The parties and the Crown agree to recommend the terms of this Agreement as set out herein to their respective principals.

Certain aspects of the terms described herein require legislative or regulatory amendment and as such are subject to the legislative process. Such changes have not yet been made. Therefore, the content of this Agreement should be considered to be subject to such changes, when and if made, and if such enabling changes are not made or alter the terms of this Agreement in any fashion, this Agreement shall be considered null and void in its entirety.

2. Ratification of this Agreement by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by OSSTF/FEESO and by OPSBA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the ratification and agreement processes by March 31, 2017 but will complete ratification no later than April 14, 2017.
3. The collective agreement shall continue to consist of two parts. Provisions of Part A and Part B shall continue until August 31, 2019 without amendment, except as noted herein:
 - Letters of Understanding/Agreement contained in or pertaining to language from the 2014-17 collective agreements shall continue in force and effect for the term of this Agreement. However, where there is reference to an expiry date, the expiry date will be extended by two (2) years.
 - Where local Letters of Agreement reference specific dates as opposed to an expiration date these shall be amended such that "2015-16 and/or the 2016-17"

shall be replaced by "2017-18 and/or 2018-19".

4. The terms of this Agreement shall be effective on September 1, 2017 except as otherwise provided herein.

5. COMPENSATION

School boards shall adjust their current salary grids, and position of responsibility allowances only in accordance with the following schedule:

- September 1, 2017
 - 1.5%
- September 1, 2018
 - 1%
- February 1, 2019
 - 1%
- August 31, 2019
 - 0.5%

In recognition of potential expenses for professional development, supplies or equipment or for other professional expenses, all teachers and occasional teachers covered by this Agreement will be paid a lump sum of 0.5% of wages earned in the 2016-2017 school year. OSSTF/FEESO agrees that it will conduct a survey of its members on the usage of these funds and provide the results to the Crown.

Method of payment for September 1, 2017 lump sum:

0.5% of earned wages in the 2016-17 school year as a lump sum payment to all teachers and occasional teachers of this bargaining unit who are employed or on an approved leave, paid sick leave or statutory leave as at September 5, 2017.

Permanent employees and Long Term Occasionals on a statutory leave for any part of 2016-17 will not be adversely affected. The lump sum of 0.5% of annualized 2016-2017 salary/wages will be adjusted as if they earned their normal salary/wage for the period of the time on the statutory leave.

Employees on an approved deferred salary leave in the 2017-2018 year on September 5, 2017, (e.g. 4 over 5) shall nevertheless receive a lump sum of 0.5% of wages paid in 2016-2017.

The lump sum payment shall be provided by November 1, 2017.

For clarity, September 1, 2017 and September 1, 2018 are intended to reflect the first day of the school year. February 1, 2019 is intended to reflect the first day of the second semester.

6. BENEFITS

(a) Effective September 1, 2017 inflationary increases shall be provided in each of the following years:

- September 1, 2017 : 4%
- September 1, 2018 : 4%

These inflationary increases will result in a funding amount of \$5,278 per FTE effective September 1, 2017 and \$5,489 per FTE effective September 1, 2018.

There will be a reconciliation process based on the audited financial results for the year ending on December 31, 2018 equal to the lesser of the total cost of the plan per FTE and the funded amount per FTE in place as of September 1, 2018. This reconciliation will adjust the go-forward amount per FTE as of September 1, 2019. Notwithstanding the above, the funded amount per FTE shall not be less than \$5,343.

Total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the OSSTF ELHT's financial statements for OSSTF members, excluding any and all costs related to retirees. The parties agree that the audited financial statements should provide a breakdown of total cost consistent with this definition. FTE is defined in accordance with Article 4.2.1 (b) of the Benefits Letter of Agreement # 1 in the 2014-2017 agreement on central terms and as reported in Appendix H of EFIS for the following two periods: March 2018 per the 2017-18 financial statements and October 2018 per 2018-19 revised estimates.

(b) The parties agree to amend the Letter of Agreement #1 re. Benefits of the 2014-17 Agreement on Central Terms to read "It is intended that the Trust be effective September 1, 2016, and that school boards will participate in this Trust no later than November 1, 2017." All other provisions in the Letter of Agreement remain in effect.

(c) Daily Occasional Teachers

Effective September 1, 2017 the payment in lieu of benefits provision 4.2.1 L) of Benefits Letter of Agreement # 1 of the 2014-2017 agreement on central terms for daily occasional teachers is replaced with the following:

"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 existing employer co-pay 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:

Board	Maximum Funding Amount	Employer Percentage Co-Pay
Durham DSB	\$2,454	50%
Hastings & Prince Edward DSB	\$3,680	75%
Toronto DSB	\$2,454	50%

York Region DSB	\$ 491	10%
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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 will be provided to the eligible daily occasional teacher on a monthly basis."

In addition, inflationary increases shall be provided in each of the following years:

- September 1, 2017: 4%
- September 1, 2018: 4%

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.

7. VIOLENCE PREVENTION

The parties and the Crown agree that the promotion of a violence-free teaching/working/learning environment benefits students, education workers and teachers.

The parties further recognize that OSSTF/FEESO has created a task force to consult with front-line workers to receive input and advice on promoting a violence-free environment;

The parties are committed to providing a venue for the work of the Task Force to be reported, including the creation of a process for follow-up to the recommendations:

The parties and the Crown hereto commit to the following:

- (a) Upon the request of OSSTF/FEESO, school boards will grant Federation release time to members as required for consultations subject to reimbursement and reasonable operational needs. Such time release shall not be counted toward any maximum Federation time release allowed for in local collective agreements nor exceed a half day release for up to twelve individuals at a board across all OSSTF/FEESO bargaining units.
- (b) The OPSBA agrees to assist, upon OSSTF/FEESO's request, with the facilitation of individual district school boards' assistance with the completion of the OSSTF/Violence Prevention Task Force's work.
- (c) Following ratification, OSSTF/FEESO, the OPSBA and the Crown agree to develop a joint agenda item for the next Provincial Working Group on Health and Safety meeting to

discuss with the full group a plan including the OSSTF/FEESO Violence Prevention Task Force's work.

- (d) The OSSTF/FEESO Violence Prevention Task Force report will be shared with the central parties through the Central Labour Relations Committee.

8. PRIORITIES FUND SYSTEM INVESTMENT

(a) Special Education System Investment

The government will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system investment in 2017-2018 which will continue in the 2018-2019 school year, to be used by school boards to address staffing for special education teachers.

The projected amount for OSSTF/FEESO is \$9,266,000 as noted in Appendix 1.

Local staffing committees shall meet prior to the 2017-2018 school year to discuss how best to allocate these additional teaching positions. Adjustments to teacher staffing resulting from this additional funding will be implemented using current local transfers, surplus and redundancy processes.

(b) Secondary Programming System Investment

The government will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system investment in 2017-2018 which will continue in the 2018-2019 school year, to be used to support a locally developed strategy to expand secondary programming.

The projected amount for OSSTF/FEESO is \$12,994,113 as noted in Appendix 1. Adjustments to teacher staffing resulting from this additional funding will be implemented using current local transfers, surplus and redundancy processes.

(c) Adult Day School Teachers

In order to support the provincial Highly Skilled Workforce Initiative, and in recognition of the role that adult day school teachers perform and to support the efforts of school boards to retain adult day school teachers, the parties agree to establish a joint central committee to assess the implications of additional funding for achieving wage parity with regular day school teachers.

The central committee will:

- Gather relevant data such as the types of delivery models;
- Use the data to assess the implications of additional funding for achieving wage parity with regular day school teachers; and
- Establish how the funding can be applied.

The government will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards provide school boards with funding as set out in Appendix 2 on a go-forward basis. The amounts in Appendix 2 provide funding equivalent to the following increases to relevant benchmarks:

- a 3% increase to the benchmarks used to fund continuing education, effective on August 31, 2017
- a further 5% increase to the benchmarks used to fund continuing education, effective September 1, 2017
- a further 5% increase to the benchmarks used to fund continuing education, effective September 1, 2018.

As noted in Appendix 2, the projected amount for 2017-2018 is \$8,528,874. The projected amount for 2018-2019 is \$14,231,511.

The additional funding will be used to increase adult day school teacher wages up to but not to exceed parity with regular day school teachers. Such increases will be established by the fall of 2017 and effective September 1, 2017 and September 1, 2018 as applicable.

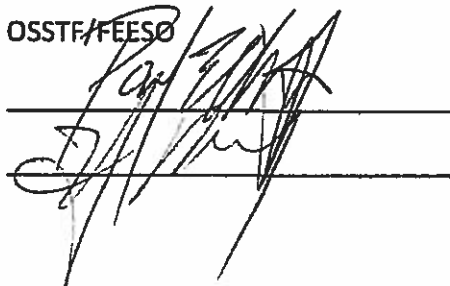
Part B will be amended to incorporate these new wage rates.

9. EXISTING TERMS AND CONDITIONS

Unless amended by this Memorandum of Settlement or unless expressly provided otherwise, the central and local terms and conditions of each collective agreement between OSSTF and each District School Board shall continue in effect until August 31, 2019, subject to any applicable statutory freeze period. For purposes of clarity, any provision in any collective agreement between OSSTF/FEESO and a District School Board which provides for the expiry of a central or local term on August 31, 2017, shall be deemed to provide for the expiry of such term on August 31, 2019 subject to any applicable statutory freeze period.

Signed at Toronto, this 23rd day of February, 2017.

OSSTF/FEESO



C. Dubuc

OPSBA

Penny White
Janet Edwards

CROWN

Andrew

LETTER OF AGREEMENT

BETWEEN

The Ontario Public School Board Association

(hereinafter "OPSBA")

and

Ontario Secondary School Teachers' Federation / Fédération des enseignantes-

enseignants des écoles secondaires de l'Ontario

(hereinafter called 'OSSTF/FEESO')

and

The Crown

RE: MID-TERM AMENDMENTS

Notwithstanding anything else in this Extension Agreement, OSSTF/FEESO bargaining units and school boards retain all rights under the *Ontario Labour Relations Act* to revise local provisions of the collective agreement through mutual consent.

The central parties agree that under the *School Boards Collective Bargaining Act, 2014* the central parties can revise central provisions of the collective agreement through mutual consent.

The central parties may discuss matters referred to them by their respective constituent boards or local unions.

Appendix 1: 2017-18 - Investments in System Priorities* for Teachers (OSSTF)								
Column #			ESTIMATED SHARE OF INVESTMENTS			ESTIMATED FUNDED FTE GENERATED		
Index	DSB No	DSB Name	Special Education System Investment for Teachers	Secondary Programming System Investment	TOTAL	Special Education System Investment for Teachers	Secondary Programming System Investment	TOTAL
1	1	DSB Ontario North East	101,505	78,582	180,087	1.0	0.8	1.8
2	2	Algoma DSB	124,516	99,982	224,498	1.2	1.0	2.2
3	3	Rainbow DSB	134,173	139,705	273,878	1.3	1.3	2.6
4	4	North North DSB	101,974	101,438	213,412	1.1	1.0	2.1
5	5.1	Keweenaw-Patricia DSB	92,219	56,825	149,044	0.9	0.6	1.5
6	5.2	Bellevue DSB	45,487	20,531	66,018	0.5	0.3	0.8
7	6.1	Lakehead DSB	87,525	86,528	174,053	0.9	0.8	1.7
8	6.2	Superior-Greenstone DSB	81,370	18,264	99,634	0.8	0.2	1.0
9	7	Simcoe DSB	124,581	150,782	275,363	1.3	1.5	2.7
10	8	Avon Maitland DSB	142,220	167,604	309,824	1.4	1.6	3.0
11	9	Greater Essex County DSB	268,281	379,011	647,292	2.6	3.7	6.3
12	10	Lambton Kent DSB	187,588	213,814	401,402	1.8	2.3	4.1
13	11	Thames Valley DSB	922,781	710,457	1,633,238	9.2	7.0	16.2
14	12	Toronto DSB	1,511,127	2,366,291	3,877,418	14.7	23.0	37.7
15	13	Durham DSB	471,970	484,448	956,418	4.7	4.9	9.6
16	14	Kawartha Pine Ridge DSB	240,784	316,954	557,738	2.3	3.1	5.4
17	15	Trimble Lakeside DSB	152,385	165,510	317,895	1.5	1.6	3.1
18	16	York Region DSB	743,166	1,228,908	1,972,074	7.4	12.3	19.7
19	17	Simcoe County DSB	354,511	508,904	863,415	3.5	5.0	8.5
20	18	Upper Grand DSB	245,078	238,177	483,255	2.5	2.4	4.9
21	19	Peel DSB	817,354	1,354,038	2,171,392	8.0	13.2	21.2
22	20	Huron DSB	172,397	393,648	566,045	1.7	3.9	5.6
23	21	Hamilton-Wentworth DSB	340,119	446,957	787,076	3.3	4.5	7.8
24	22	DSB of Niagara	277,382	375,345	652,727	2.7	3.8	6.5
25	23	Grand Erie DSB	224,755	281,711	506,466	2.2	2.8	5.0
26	24	Waterloo Region DSB	394,798	617,232	1,012,030	3.9	6.1	10.0
27	25	Ottawa-Carleton DSB	478,339	715,041	1,193,380	4.8	7.3	12.1
28	26	Upper Canada DSB	224,514	279,025	503,539	2.2	2.7	4.9
29	27	Univestee DSB	164,302	202,348	366,650	1.7	2.0	3.8
30	28	Brantford County DSB	100,775	184,809	285,584	1.0	1.8	2.8
31	29	Hastings and Prince Edward DSB	137,748	149,027	286,775	1.3	1.4	2.8
32	30.1	Northeastern Catholic DSB	-	-	-	-	-	-
33	30.2	Nipissing-Parry Sound Catholic DSB	-	-	-	-	-	-
34	31	Huron-Superior Catholic DSB	-	-	-	-	-	-
35	32	Sudbury Catholic DSB	-	-	-	-	-	-
36	33.1	Northwest Catholic DSB	-	-	-	-	-	-
37	33.2	Kenora Catholic DSB	-	-	-	-	-	-
38	34.1	Thunder Bay Catholic DSB	-	-	-	-	-	-
39	34.2	Superior North Catholic DSB	-	-	-	-	-	-
40	35	Arco-Gray Catholic DSB	-	-	-	-	-	-
41	36	Huron-Perth Catholic DSB	-	-	-	-	-	-
42	37	Windsor-Essex Catholic DSB	-	-	-	-	-	-
43	38	London District Catholic School Board	-	-	-	-	-	-
44	39	St. Clair Catholic DSB	-	-	-	-	-	-
45	40	Toronto Catholic DSB	-	-	-	-	-	-
46	41	Peterborough V M C Catholic DSB	-	-	-	-	-	-
47	42	York Catholic DSB	-	-	-	-	-	-
48	43	Dufferin-Peel Catholic DSB	-	-	-	-	-	-
49	44	Simcoe Muskoka Catholic DSB	-	-	-	-	-	-
50	45	Durham Catholic DSB	-	-	-	-	-	-
51	46	Haldimand Catholic DSB	-	-	-	-	-	-
52	47	Hamilton-Wentworth Catholic DSB	-	-	-	-	-	-
53	48	Wellington Catholic DSB	-	-	-	-	-	-
54	49	Waterloo Catholic DSB	-	-	-	-	-	-
55	50	Kiagara Catholic DSB	-	-	-	-	-	-
56	51	West Haldimand Norfolk Catholic DSB	-	-	-	-	-	-
57	52	Catholic DSB of Eastern Ontario	-	-	-	-	-	-
58	53	Ottawa Catholic DSB	-	-	-	-	-	-
59	54	Brantford Catholic DSB	-	-	-	-	-	-
60	55	Algonquin and Lake Huron Catholic DSB	-	-	-	-	-	-
61	56	CSD du Nord-Est de l'Ontario	-	-	-	-	-	-
62	57	CSD du Grand Nord de l'Ontario	-	-	-	-	-	-
63	58	CS Visconde	-	-	-	-	-	-
64	59	CSD de l'Est de l'Ontario	-	-	-	-	-	-
65	60.1	CSD catholique des Grandes Rivières	-	-	-	-	-	-
66	60.2	CSD catholique Franco-Nord	-	-	-	-	-	-
67	61	CSD catholique du Nouvel-Ontario	-	-	-	-	-	-
68	62	CSD catholique des Aurores boréales	-	-	-	-	-	-
69	63	CS catholique Providence	-	-	-	-	-	-
70	64	CSD catholique Centre-Sud	-	-	-	-	-	-
71	65	CSD catholique de l'Est ontarien	-	-	-	-	-	-
72	66	CSD catholique du Centre-Est de l'Ontario	-	-	-	-	-	-
TOTAL			9,266,000	12,994,113	22,260,113	91.1	127.8	218.9

*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.

Figures shown reflect best estimates available at this time.

FTE estimates are based on selected GSN salary and benefit benchmarks as follows:

- Estimated funded staff FTE calculated using an average funded teacher salary including benefits, and preparation time in each board.
- These include anticipated adjustments to benchmarks in 2017-18 to reflect the impact of salary increases in 2016-17.
- Benchmarks assume a 1.5% salary increase in the 2017-18 school year.

Investments in System Priorities is time-limited and will only be provided for the term of the extension (2017-18 and 2018-19).

The number of FTE will vary by board based on actual costs including but not limited to salary, benefits, vacation and allowances.

Appendix 2: 2017-18 - Investments in System Priorities* for Adult Day School Teachers (OSSTF)

Index	DSBNo	DSB Name		2017-18	2018-19
1	1	DSB Ontario North East	\$	29,469	\$ 47,581
2	2	Algoma DSB	\$	74,666	\$ 123,502
3	3	Rainbow DSB	\$	65,817	\$ 106,052
4	4	Near North DSB	\$	59,084	\$ 96,583
5	5.1	Keewatin-Patricia DSB	\$	3,202	\$ 5,207
6	5.2	Rainy River DSB	\$	-	\$ -
7	6.1	Lakehead DSB	\$	77,532	\$ 126,534
8	6.2	Superior-Greenstone DSB	\$	177	\$ 282
9	7	Bluewater DSB	\$	28,670	\$ 49,077
10	8	Avon Maitland DSB	\$	52,630	\$ 87,891
11	9	Greater Essex County DSB	\$	88,580	\$ 145,988
12	10	Lambton Kent DSB	\$	87,463	\$ 147,545
13	11	Thames Valley DSB	\$	538,522	\$ 906,514
14	12	Toronto DSB	\$	2,524,528	\$ 4,186,164
15	13	Durham DSB	\$	324,201	\$ 547,082
16	14	Kawartha Pine Ridge DSB	\$	171,600	\$ 287,685
17	15	Trillium Lakelands DSB	\$	115,544	\$ 187,462
18	16	York Region DSB	\$	619,389	\$ 1,043,508
19	17	Simcoe County DSB	\$	282,083	\$ 473,307
20	18	Upper Grand DSB	\$	161,399	\$ 269,052
21	19	Peel DSB	\$	729,247	\$ 1,223,837
22	20	Halton DSB	\$	318,360	\$ 560,776
23	21	Hamilton-Wentworth DSB	\$	274,177	\$ 456,356
24	22	DSB of Niagara	\$	261,002	\$ 433,630
25	23	Grand Erie DSB	\$	183,008	\$ 299,367
26	24	Waterloo Region DSB	\$	177,943	\$ 301,585
27	25	Ottawa-Carleton DSB	\$	642,966	\$ 1,076,255
28	26	Upper Canada DSB	\$	289,214	\$ 469,903
29	27	Limestone DSB	\$	236,691	\$ 388,970
30	28	Renfrew County DSB	\$	59,216	\$ 97,037
31	29	Hastings and Prince Edward DSB	\$	52,494	\$ 86,782
TOTAL			\$	8,528,874	\$ 14,231,511

*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.

- Figures shown reflect best estimates available at this time.

- Investments in System Priorities is time-limited and will only be provided for the term of the extension (2017-18 and 2018-19).

- For boards that already provide wages equivalent to grid teachers for hiring adult day school teachers, boards will exercise their discretion over the use of this funding.