

A COLLECTIVE AGREEMENT

between

**THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the “Board”)**

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION
representing
THE SECONDARY OCCASIONAL TEACHERS
DISTRICT 20 – HALTON
(hereinafter referred to as the “Bargaining Unit”)**

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).

C3.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.

C3.4 “Employee” shall be defined as per the *Employment Standards Act*.

C3.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.

b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.

c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.

d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.

b) The Committee shall meet at the request of one of the central parties.

c) The central parties shall each have the following rights:

i. To file a dispute as a grievance with the Committee.

ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.

iii. To withdraw a grievance.

iv. To mutually agree to refer a grievance to the local grievance procedure.

v. To mutually agree to voluntary mediation.

vi. To refer a grievance to final and binding arbitration at any time.

d) The Crown shall have the following rights:

i. To give or withhold approval to any proposed settlement between the central parties.

ii. To participate in voluntary mediation.

iii. To intervene in any matter referred to arbitration.

e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

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

C5.3 The grievance shall include:

a) Any central provision of the collective agreement alleged to have been violated.

b) The provision of any statute, regulation, policy, guideline, or directive at issue.

c) A detailed statement of any relevant facts.

d) The remedy requested.

C5.4 Referral to the Committee:

a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.

b) The Central Parties may engage in informal discussions of the disputed matter.

c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.

d) The Committee shall complete its review within 10 days of the grievance being filed.

e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.

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

C5.5 Voluntary Mediation

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

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

c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

a) Arbitration shall be by a single arbitrator.

b) The central parties shall select a mutually agreed upon arbitrator.

c) The central parties may refer multiple grievances to a single arbitrator.

d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.

e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.

c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.

d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

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

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

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

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

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

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

C7.5 Benefits Committee

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

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan

administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

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

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

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

September 1, 2019: 4%

September 1, 2020: 4%

September 1, 2021: 4%

iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

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

b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.

f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.

d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.

b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.

c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.

d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.

e) Nothing in this article affects existing local entitlements to Federation Leave

C14.00 E-LEARNING

a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.

b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.

c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

i. Near North District School Board

ii. Avon Maitland District School Board

iii. Hamilton-Wentworth District School Board

iv. Huron Perth Catholic District School Board

v. Limestone District School Board

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: (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): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

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

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____

Telephone Number:	
Fax Number:	
Signature:	

**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

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

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.

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

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

LETTER OF AGREEMENT #5

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.

2.1.2 The appointed independent experts will:

- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
- b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
- c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.

2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

2.1.4 All voting requires a simple majority to carry.

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

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

3.1.4 No individuals who retire after the Board participation date are eligible.

3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

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

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

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

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

4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

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

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees’ Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement and, if any, premium costs on other school

authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.

- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.1.0 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 #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 l). The full article should then reside in Part B of the collective agreement;
1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (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.

PART B

ARTICLE L1 – PURPOSE

1.01 It is the intent of the parties and the purpose of this agreement to maintain mutually satisfactory relationships by setting forth certain terms and conditions of employment bargained by the local parties and to provide a procedure for the equitable settlement of grievances between the parties related to Part B of this agreement.

1.02 The parties recognize that the provisions of this Agreement are subject to, and accordingly modified by, applicable legislation.

ARTICLE L2 – SCOPE AND RECOGNITION

2.01 The employer being the Halton District School Board (hereinafter referred to as the “Board”) recognizes the Ontario Secondary School Teachers’ Federation O.S.S.T.F. – Halton District 20 (hereinafter referred to as the “Bargaining Unit”) as the bargaining agent for all Occasional Teachers, as defined by the Education Act, employed by the Board in its secondary panel.

2.02 The Bargaining Unit will inform the Board from time to time of the persons authorized to act on behalf of the Bargaining Unit.

2.03 During the effective period of this Agreement, its terms, except for error or omission, shall be applicable to all Members of the Bargaining Unit of Secondary Occasional Teachers employed by the Halton District School Board.

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

2.06 An Occasional Teacher may be a Member of more than one Union and/or Bargaining Unit.

2.07 The parties agree that Letters of Agreement attached to this Collective Agreement form an integral part of the Agreement.

ARTICLE L3 - TERM OF AGREEMENT

3.01 This Agreement shall supersede all previous agreements. It shall form the basis for computing all salaries and other conditions defined herein.

3.02 As per Part A, Article C2.1 of this Agreement, this Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022 and shall continue automatically thereafter for annual periods of one year unless either Central party notifies the other that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with Part A, Article C2.3 of this Agreement.

3.03 If either Central party gives notice of its desire to negotiate amendments in accordance with 3.02, the Local parties shall meet in accordance with Section 32(2) of the School Boards Collective Bargaining Act.

3.04 In accordance with the School Boards Collective Bargaining Act, the local terms of this agreement may be amended at any time during the life of the agreement upon mutual written consent of the parties.

ARTICLE L4 - IMPLEMENTATION

4.01 The salary paid to an Occasional Teacher by the Board that is covered by this Collective Agreement, shall be, except for error, or omission, in accordance with the terms and conditions of this Collective Agreement and any other payments or arrangements shall be deemed to be contrary to this Agreement.

ARTICLE L5 - MANAGEMENT RIGHTS

5.01 Save and except to the extent specifically modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.

5.02 Without limiting the generality of the foregoing, the Board's rights shall include:

- a) the right to hire, assign, evaluate, promote, demote, retire and transfer employees, including the exercise of judgement as to requirements and qualifications;
- b) the right to determine the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives;
- c) the right to plan and control the teaching and other programs and activities of the Board; the right to determine: programs to be offered by the schools; job content and functions to be performed; the number of Occasional Teachers to be employed; the number of students to be allocated to a program; class size; subjects to be taught; the designation or establishment of departments or areas of study; the hours of school; the school year and the holidays to be observed, and such other aspects of the Board's jurisdiction as are outlined in the legislation and regulations pertaining to education in the Province of Ontario.
- d) the right to make, change, and enforce reasonable rules and regulations governing the expectations of Occasional Teachers. The Board shall notify the President of the Occasional Teacher Bargaining Unit prior to effecting any major change in administrative procedures affecting Occasional Teachers.

5.03 No Occasional Teacher shall be disciplined by way of demotion, dismissal, transfer, suspension or have salary withheld without just cause. The Occasional Teacher will be informed of such action in writing, by registered mail, with a copy to the Bargaining Unit President, in an expeditious manner. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the dismissal of probationary Occasional Teachers.

5.04 The parties agree that:

- a) no employee shall in any manner be discriminated against or coerced, restrained, or influenced on account of membership or non-membership in any labour organizations;
- b) there shall be no discrimination or harassment practised, by either party, by reason of an employee's membership or activity in the union;
- c) The Board agrees that it will abide by the Ontario Human Rights Code.

The Board agrees that none of its rights or functions will be exercised in a manner that is discriminatory, vexatious or that is contrary to the provisions of this Collective Agreement or the prevailing statutes governing education and labour in the province of Ontario.

ARTICLE L6 – DEFINITIONS

6.01 "Board" shall mean the Halton District School Board and its predecessor board(s).

6.02 "Long Term Occasional Teacher" means an Occasional Teacher who is employed for more than ten (10) consecutive instructional days as a replacement for one teacher.

6.03 "Member" means a Member of the Secondary Occasional Teachers' Bargaining Unit employed by the Board.

6.04 "Occasional Teacher" shall mean an "occasional teacher" as defined in the Education Act as amended from time to time and is employed by the Halton District School Board in the Secondary teaching panel.

6.05 “Occasional Teacher Roster” means a list of all teachers qualified to teach in Ontario and who are Occasional Teachers in good standing with the Ontario College of Teachers, including those on Letters of Permission, who have been accepted by the Board to teach as Occasional Teachers in the secondary panel.

6.06 “Probationary Period” means

- i. That a newly hired Occasional Teacher will work a probationary period equivalent to ninety (90) full instructional days or a probationary period equivalent to thirty (30) full instructional days with a satisfactory evaluation.
- ii. Following the expiration of the ninety (90) day probationary period, the Occasional Teacher will notify Human Resources to have their status changed to non-probationary. Once verified, their status would be retroactive to the ninety first (91st) day; or
- iii. After the Occasional Teacher has completed a probationary period equivalent to thirty (30) full instructional days and has received a satisfactory evaluation from an Administrator, the Occasional Teacher will submit the satisfactory evaluation to the Manager of Human Resources to have their status changed to non-probationary. Once verified, their status would be retroactive to the thirty first (31st) day.

6.07 “Secondary Teachers” (TBU) shall mean the Secondary Teachers, other than Occasional Teachers, employed by the board in its secondary panel.

6.08 “Short Term Occasional Teacher” means an Occasional Teacher other than an Occasional Teacher on a Long Term Occasional Teacher contract.

6.09 “Bargaining Unit” (OTBU) means the Members of the Secondary Occasional Teachers’ Bargaining Unit, Ontario Secondary School Teachers’ Federation District 20, who are employed by the Halton District School Board to replace an absent Teacher.

ARTICLE L7 – OCCASIONAL TEACHER LIST

7.01 Only those Occasional Teachers whose names are on the Occasional Teachers' Roster shall be called for Short Term and Long Term Occasional Teaching assignments. Should the Board be unable to fill a position from the Occasional Teachers' Roster, the Board may use uncertified Occasional Teachers to fill such vacancies in accordance with the Education Act.

7.02 The Board may, from time to time, add to the Secondary Occasional Teachers’ Roster. The Board will inform the Union about the planned number of new hires.

The Bargaining Unit shall receive a list of the names, including Occasional Teachers on long term occasional contracts, monthly.

7.03.01 The Bargaining Unit President shall be provided with the following information monthly for each Occasional Teacher:

- a) Name, home address, primary telephone number, and seniority date;
- b) start date and term of appointment, where it is known for long term occasional teachers;

7.03.02 Upon written request, no more than once per semester, the Board will provide the Bargaining Unit President with a list of new hires and their Ontario College of Teachers qualifications as recorded in the Human Resources system.

7.03.03 By the end of September and end of February, the Board will provide the Bargaining Unit President with a copy of the up-to-date list of Secondary Occasional Teachers, which will include their name, seniority date, category rating, step placement, and the number of days worked.

7.04 The Board will review the composition of the Occasional Teacher roster at the completion of each school year.

7.05 a) In addition to clause 13.01, an Occasional Teacher's name shall be removed from the list if the teacher:

i) is dismissed in accordance with Clause 5.03;

ii) resigns, or retires;

iii) becomes a full-time contract teacher;

iv) is terminated pursuant to the Education Act and the Regulations;

v) is deemed unqualified by the College of Teachers or is no longer in good standing with the Ontario College of Teachers;

vi) is offered and does not accept a minimum of ten (10) days within the previous school year, unless the Occasional Teacher is on an approved leave of absence for the full school year.

b) Prior to the removal of an Occasional Teacher's name from the Roster in accordance with Article 7.05 a) vi, the Board will inform the Occasional Teacher by July 15, stating the reasons for the removal. The President of the Bargaining Unit will receive a list of those names removed referred to in 7.05 a) iii, iv, v, and vi.

c) Prior to a teacher's name being removed from the calling list of a secondary school, the Board will inform the Occasional Teacher, in writing, with a copy to the Bargaining Unit President, of the reasons for removal.

d) Notwithstanding Article 7.05 a) vi), a Secondary Occasional Teacher who is elected as the Bargaining Unit President or appointed to a mandatory Board committee will maintain their eligibility for the Secondary Occasional Teaching Roster during the term of their election/appointment.

7.06 a) An Occasional Teacher shall sign into the Employee Self Serve (ESS) to change their name, address or telephone number. Changes in ESS will be reviewed and entered into the system by the Human Resources Department. A name change will take effect in the system when the Human Resources Department has received all supporting documentation.

b) It is the Occasional Teacher's responsibility to ensure that their account in the Halton Absence and Reporting System is correct and that their profile is up to date including, but not limited to, their classifications and schedule. An Occasional Teacher will ensure that their account in the Halton Absence and Reporting System has been updated to reflect their availability dates after returning from a leave of absence.

7.07 Should a period of ninety-five (95) consecutive instructional days elapse without the Occasional Teacher being called out for employment, the Occasional Teacher's name shall remain on the Board Roster of Secondary Occasional Teachers unless removed in accordance with Clause 7.05. Notwithstanding the foregoing, the Occasional Teacher shall not be considered to be a member of the Bargaining Unit following the elapse of ninety-five (95) consecutive instructional days unless or until called out for employment as an Occasional Teacher by the Board.

7.08 i) An Occasional Teacher who is on a Board approved leave of absence shall be indicated as "inactive" on the Occasional Teachers' roster. The Occasional Teacher is responsible for creating their unavailability dates on the Halton Absence Reporting System for the duration of the leave.

ii) Upon conclusion of the leave, it is the responsibility of the Occasional Teachers to inform the Board in writing of their availability and willingness to teach on an Occasional Basis. After receiving notice, the Board shall reactivate such Occasional Teachers on the roster.

ARTICLE L8 – BARGAINING UNIT DUES, ASSESSMENTS AND LOCAL LEVIES

8.01 On each pay date on which an Occasional Teacher is paid, the Board shall deduct from each Occasional Teacher the O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

8.02.1 The O.S.S.T.F. provincial dues deducted in 8.01 shall be remitted to the Treasurer of O.S.S.T.F., 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, the number of days worked, salary for the period, and the amounts deducted.

8.02.2 The local Bargaining unit fee deduction in 8.01 shall be remitted to the Bargaining Unit no later than the 15th of the month following the date on which the deductions were made.

8.03 O.S.S.T.F. and/or the Bargaining Unit agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such a mandatory deduction for the O.S.S.T.F. dues, assessments and local levies as specified above.

8.04 The amount to be deducted will be communicated in writing to the Board by July 1st each year for deductions commencing September 1st of the following school year.

8.05 The Board shall provide to the Bargaining Unit, by September 15th each year, a letter stating the total number of Secondary Long Term Occasional teaching days and the total number of Secondary Short Term Occasional Teaching days, for the previous school year.

ARTICLE L9 - RATES OF PAY

9.01 i) The Board shall pay to Short Term Occasional Teachers in respect of each day of employment as an Occasional Teacher with the Board, the following rate of pay prorated for part day assignments:

ii) The Salary Grid is inclusive of all vacation and statutory holiday payments required under the Employment Standards Act, as amended from time to time.

Secondary Daily Certified Teacher Rate

September 1, 2019 to August 31, 2020	\$241.83
September 1, 2020 to August 31, 2021	\$244.25
September 1, 2021 to August 31, 2022	\$246.69

Secondary Temporary Instructor Rate

September 1, 2019 to August 31, 2020	\$168.90
September 1, 2020 to August 31, 2021	\$170.59
September 1, 2021 to August 31, 2022	\$172.30

Secondary Daily Letter of Permission Rate

September 1, 2019 to August 31, 2020	\$209.54
September 1, 2020 to August 31, 2021	\$211.64
September 1, 2021 to August 31, 2022	\$213.76

iii) The Salary Grid for the Secondary Occasional Teachers would take effect beginning on the 11th (eleventh) consecutive instructional day of the assignment for the Long Term Occasional Teacher and will be made retroactive to the first day of the assignment. If the Occasional Teacher has signed a long term contract from the beginning of their assignment, they would be paid on the Secondary Teacher's grid from the first day of that assignment.

iv) A Short Term Occasional Teacher shall be paid accordingly to 18.03.01

9.02 Long Term Secondary Occasional Teachers

a) A Long Term Secondary Occasional Teacher as defined in Article 6 shall be paid in accordance with the applicable Salary Grid for the Board's Secondary Teachers for the term of his/her assignment.

b) The Salary Grid is inclusive of all vacation and statutory holiday payments required under the Employment Standards Act, as amended from time to time.

c) Changes in qualifications which result in a Teacher being placed in a higher category shall be effective on or retroactive to September 1, provided:

i) the qualifications are recognized by the Ontario College of Teachers and obtained on or before September 1; and

ii) provided the Manager of Human Resources receives written confirmation before December 31 of that year that the individual has completed the application process; and

iii) provided the Manager of Human Resources receives written documentation of qualifications on or before May 31 of the subsequent year.

All conditions must be fulfilled by the Teacher for a higher category placement to become effective.

d) Changes in qualifications which result in a Teacher being placed in a higher category shall be effective on or retroactive to January 1, provided:

i) the qualifications are recognized by the Ontario College of Teachers and obtained after September 1 of the preceding year but on or before January 31; and

ii) provided the Manager of Human Resources receives confirmation before March 31 that the individual has completed the application process; and

iii) provided the Manager of Human Resources receives written documentation of qualifications on or before August 31.

All conditions must be fulfilled by the Teacher for a higher category placement to become effective.

9.03 Long Term Occasional Teachers shall be paid a per diem rate based upon the number of days actually worked in the month.

9.04 Related Experience

a) An Occasional Teacher shall be paid for related experience that has been approved by the Executive Officer of Human Resources.

b) In the application of related experience credit for grid placement, only full years of related experience shall be considered and these shall be determined at the time of initial LTO hiring only.

9.04.01 Trade Experience will be recognized on the salary schedule as follows:

a) For every one (1) year of approved trade or vocational experience, one (1) year on the salary grid, shall be recognized, to a maximum of six (6) grid steps. No teacher's salary will exceed the maximum of the Teacher's salary group as a result of the recognition of related experience. To be eligible for this grid placement, a Teacher must be teaching a reasonable amount of time in the trade or vocational subject(s) where the Teacher's valid vocational or occupational (practical) certificate is granted. Music, Art, and Family Studies are excluded from consideration for related experience.

b) No type of part-time related trade experience shall be recognized for salary purposes. Each part-year period of related working experience shall be at least four (4) full working months of a working year before it may be credited.

c) The experience is directly related to the subject discipline in which the Occasional Teacher is qualified.

d) The experience must be in excess of that required for admission to the Ontario Faculties of Education.

e) The related work experience has taken place within the twelve (12) year period immediately prior to the commencement of teaching.

9.04.02 Teachers of technical subjects in the regulated trades:

The teacher must provide the following documents to Human Resources:

- (i) a copy of their “Certificate of Qualification” showing the date of issue;
- (ii) a copy of the “Statement of Acceptability” issued by the Technical and Industrial Arts Department of a Faculty of Education, showing the number of years of acceptable work experience.

The experience paid will be for the number of years of acceptable experience following the date shown on the Certificate of Qualification subject to clause (1) above

OR, if a “Statement of Acceptability” is not provided by the University:

- (iii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

9.04.03 Teachers of technical subjects in the unregulated trades:

The teacher must supply Human Resources with the following document(s):

- (i) a copy of the “Statement of Acceptability” as stated in (2)(ii) above.

The experience paid will be the number of years listed as “surplus of acceptable experience to that required” subject to clause (1) above.

OR, if a “Statement of Acceptability” is not provided by the University:

- (ii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

** For both 2) and 3) admission to a Faculty of Education requires 2 –5 years of full-time wage-earning experience. These required number of years are subtracted from the total eligible work experience years. Five years of wage-earning is generally standard use for admission, if less years are used, the teacher will have to provide a letter from the university.

- d) Related experience for Business (Accounting, Marketing, Computer Studies) will be recognized for newly hired Teachers on the salary schedules as follows:

For every one (1) year of approved Business experience, one (1) year on the salary grid shall be recognized to a maximum of six (6) grid steps. No Teacher’s salary will exceed the maximum of the Teacher’s salary category as a result of the recognition of related experience.

The experience must be acquired after graduation from a Canadian University or its foreign equivalent and the Teacher is qualified and the experience is directly related to the subject(s) to be taught.

Music, Art and Family Studies are excluded from consideration of related experience.

9.05 It is the responsibility of the Occasional Teacher to notify in writing, the Payroll Department, three (3) weeks in advance of the pay date, if there is a change in the financial institution and/or account number. Failure to supply the Payroll Department with this information will result in delays in payment of wages owing.

9.06.1 Occasional Teachers shall be paid on a bi-weekly basis by direct deposit into the bank, trust company or credit union account designated by the Teacher.

9.06.2 The pay dates for the upcoming year will be posted to the Board's website no later than August 15th each year.

Short Term Occasional Teachers

9.07 For Short Term Occasional Teachers, the pay stub shall indicate the period for which the teacher is being paid, the dates worked and the amount paid per assignment, and shall be made available electronically through the Employees Self Service (ESS) website.

9.08 The Record of Employment Certificate for Short Term Occasional Teachers will be issued within ten (10) days of the request on myHDSB to the Payroll Department.

Long Term Occasional Teachers will receive the Record of Employment Certificates at the conclusion of their assignment, at the end of the school year, and ten (10) working days following the last school day in June, Winter Break, and Spring Break.

9.09 The parties agree that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that Occasional Teachers working a full time assignment shall be deemed to have worked at least eight (8) hours each work day they are employed. Part-time Occasional Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

ARTICLE L10 - NO DISCRIMINATION

10.01 The parties agree that:

- a) no employee shall in any manner be discriminated against or coerced, restrained, or influenced on account of membership or non-membership in any labour organization;
- b) there shall be no discrimination or harassment practised, by either party, by reason of an employee's membership or activity in the Union;
- c) there shall be no discrimination practised by either party, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.

ARTICLE L11 – DISCIPLINE AND DISMISSAL

11.01 Before a formal meeting to discuss a negative evaluative report, discipline, negative performance, or conduct the Occasional Teacher will be informed of the right and be encouraged to have an OSSTF Union representative present at such a meeting.

11.02 Prior to dismissal, there shall be a meeting offered between the teacher and a board representative to discuss the matter in the presence of and with the assistance of Union representation as determined by the local Bargaining Unit President.

11.03 Where an Occasional Teacher has received a termination notice, the Bargaining Unit may file a grievance at Step 2 within ten (10) instructional days of written notice of termination. The notice of termination (in the case of an individual termination) will be sent by registered mail to the Occasional Teacher's home. A copy of the termination notice will be sent to the Bargaining Unit President.

ARTICLE L12 – LEAVE FOR BARGAINING UNIT BUSINESS

12.01 a) The Board shall pay the Bargaining Unit President or designate to attend any meetings called by the Board where the meeting is during the instructional day and the attendance of the Bargaining Unit President or designate is required and is confirmed in advance by the Executive Officer of Human Resources. When such a meeting is called the President or designate will be paid for the number of hours required to attend the meetings, as approved by the Executive Officer of Human Resources. It is understood that this article does not apply to meetings scheduled specifically for the Union representation of Occasional Teachers at the school or Board level.

When committees are established, the parties will agree in advance if there will be reimbursement of the Bargaining Union President or designate.

b) In the event that the Bargaining Union President is in a Long Term assignment, attendance at the above meetings shall not be deemed as an interruption, nor will the time be deducted from the first ten (10) days of the Long Term Assignment.

12.02 The Board may grant the release from teaching duties to a maximum of five (5) consecutive instructional days at any one time, for a Long Term Occasional Teacher for Bargaining Unit business. Such request will be made in writing, in advance, to the Executive Officer of Human Resources, by the President of the Bargaining Unit or designate. The Bargaining Unit shall reimburse the Board based on the Short Term Occasional Teacher's daily rate of pay (prorated for any part days) for the number of days (or part days) that the Long Term Occasional Teacher is on leave. The Long Term Occasional Teacher shall continue to accumulate credit for teaching experience for the period of the leave.

ARTICLE L13 - PROBATIONARY PERIOD

13.01 A newly hired Occasional Teacher shall be considered on probation until the completion of the specified probationary period in clause 6.06. During an Occasional Teacher's probationary period, the Board may dismiss the Occasional Teacher subject to 5.03 and 11.02 and remove the Occasional Teacher from the Occasional Teacher Roster.

ARTICLE L14 - SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

14.01 All absences must be reported through the Principal to the Executive Officer of Human Resources. Absences for personal illness or injury for a period not exceeding five (5) days may be certified by the school Principal unless the Executive Officer of Human Resources asks specifically for certification by a qualified medical or dental practitioner.

For absences over five (5) days, a certificate from a qualified medical or dental practitioner may be requested. For absence exceeding one (1) month, the Executive Officer of Human Resources may request a medical certificate from a qualified medical or dental practitioner appointed by the Board. If the Board asks for a medical certificate to be provided, the Occasional Teacher will be reimbursed for the cost of the required certificate.

ARTICLE L15– MISCELLANEOUS LEAVES

15.01 Unless otherwise stated, all leaves granted in this Article are without loss of salary.

15.02 Bereavement Leave

Bereavement Leave shall be granted by the Executive Officer of Human Resources without loss of salary for up to four (4) days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teacher's immediate family or immediate family by marriage, in order for the Occasional Teacher to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, guardians, spouse, children, brothers, sisters, grandparents, stepfather, stepmother, stepbrother, stepsister and stepchild. Immediate family by marriage shall mean parents-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. Spouse includes a common-law and/or same sex partner.

In all other cases one (1) unpaid day shall be allowed for the purpose of attending a funeral, subject to approval of the Principal.

15.03 Jury Duty or Subpoena

During the period of their assignment, a Long Term Occasional Teacher absent from duty by reason of being summoned to serve as a juror or witness, or being subpoenaed, in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged, is entitled to salary, provided that the Long Term Occasional Teacher pays to the Board any fee, exclusive of travelling allowance, and living expenses, that the Long Term Occasional Teacher receives in such capacity.

15.04 Religious Holy Days

Subject to the approval of the Executive Officer of Human Resources, or designate, a Long Term Occasional Teacher may be granted up to a maximum of three (3) days paid leave within any one full school year, for officially recognized religious holy days that fall within the term of their assignment. In addition, a maximum of six (6) days without pay may be granted within any one full school year for officially recognized religious holy days that are within the term of their assignment.

15.05 Quarantine

During the period of his/her assignment, Long Term Occasional Teachers are entitled to an absence from duty in any case where, because of exposure to communicable disease the teacher is quarantined or otherwise prevented by order of the public medical health authorities pursuant to the Public Health Act, from attending upon the teacher's duties.

15.06 Parenting/Adoptive Leave

During the period of their assignment, a leave of one (1) day with pay may be granted to a Long Term Occasional Teacher, subject to the approval of the Manager of Human Resources, on the occasion of the birth/adoption of the Occasional Teacher's child.

15.07 Voluntary Leave

An Occasional Teacher who has completed one (1) year of employment with the Board, may request, in writing, a leave of absence of up to one year. Requests for a voluntary leave of absence, should be submitted to the Manager of Human Resources prior to May 1 in the year prior to the school year in which the leave will begin. Requests received after this date due to extenuating circumstances will be considered on an individual basis.

There is no entitlement to salary nor shall the time on leave count towards any recognition for experience or salary. The employee is responsible for deactivating their name from the absentee reporting and replacement information system (i.e. Smartfind) for the duration of the leave, in accordance with Article 7.08.

Full year leaves will be exempt from the ten (10) full day working days minimum.

Requests from Occasional Teachers in their first year of employment with the Board will be accepted for leaves that will commence in their second year of employment with the Board.

15.08 It is the Occasional Teacher's responsibility to inform the board in writing of availability to work at the end of the leave period. The Occasional Teacher will reactivate their name on the Halton Absence and Reporting system in accordance with Article 7.08.

15.09 Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances that are beyond the individual Occasional Teacher's control, which merit individual attention, such as extended bereavement or emergency illness of any immediate member of the family as identified in Clause 15.02, and is subject to the approval of the Executive Officer of Human Resources.

15.10 Academic Leave

A teacher on a long term occasional contract shall be granted a one (1) day leave without loss of pay or sick leave credits when writing an academic, trade or professional examination during the school day.

15.11 Graduation Leave

A teacher on a long term occasional contract shall be granted a one (1) day leave without loss of pay or sick leave credits when attending the teacher's post-secondary graduation or that of a spouse, son, daughter, step-child, parent, or step-parent.

ARTICLE L16 – PREGNANCY/PARENTING/ADOPTIVE LEAVE

16.01 A Long Term Occasional Teacher is entitled to pregnancy and parenting leave in accordance with the Employment Standards Act for the period of time that the pregnancy / parenting leave falls within their long term assignment.

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

ARTICLE L17 – JOB VACANCIES

17.01 The vacancy shall be posted on the Board's electronic recruitment service. A copy of the posting shall be forwarded to the President of the Bargaining Unit.

17.02 It is understood that the appointment of Occasional Teachers to Long Term assignments that occur as a result of a sudden illness or absence of a Secondary teacher will not necessarily be posted.

ARTICLE L18 – WORKING CONDITION

18.01 In-School Information

The Board shall provide the following in-school information to Short Term Occasional Teachers:

- a timetable for the Short Term Occasional Teacher's assignment (including supervision periods);

- a schedule identifying period times;
- lesson plans or classroom instructions for students, and any required support materials
- to the extent possible, special instructions for exceptional students (eg. learning, deportment)
- an up-to-date class list, inclusive of a list of students with health or other concerns pertinent to the teaching assignment
- a floor plan of the school;
- a seating plan, if available;
- an outline of the school day including opening exercises and school procedures;
- all emergency procedures;
- information regarding the Code of Conduct;
- information regarding access to equipment and sources of assistance;
- access (eg keys, codes) to the rooms in which the Occasional Teacher will be teaching

The Occasional Teacher shall return the provided keys and all other materials to the school at the end of their teaching assignment.

- 18.02 a) An Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request for such assignment provided that the Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the Occasional Teacher.
- b) SmartFind Express assignments will be cancelled with a minimum of three (3) hours notice to the Occasional Teacher.
- c) An Occasional Teacher who accepts a job and is in receipt of a job number who reports to a school to find the job cancelled shall remain at the school and be paid for two-thirds (2/3) of the day.
- d) There will be no payment for time not worked.

18.03 The Board agrees that the responsibility of the Occasional Teacher is to fulfil the timetable of the Secondary Teacher(s) being replaced on that day, according to the needs of the school.

18.03.01 A Short-Term Occasional Teacher shall be paid accordingly to the following workload assignments when replacing the same teacher for less than three (3) consecutive days:

- a) one period and no other assigned duties equals one-third day
- b) two periods and no more than one-half period of other professional duties scheduled in an adjoining period equals two-thirds of a day
- c) three periods and no more than one-half period of other professional duties equals a full day.

18.04 The Short Term Occasional Teacher shall provide a summary report by class, to be left in the area designated by the school, for the teachers being replaced.

18.05 Lunch Period

Each Occasional Teacher is entitled to a lunch period of a minimum of 40 uninterrupted consecutive minutes between classes, unless otherwise agreed to by the Principal or designate and the teacher.

18.06 Respectful Workplace

The Board and the Bargaining Unit agree that allegations of harassment will be investigated in accordance with the *Respectful Workplace Free of Discrimination and Harassment* and the *Workplace Investigations Process* Administrative Procedures.

18.07 Inclement Weather

- i) Long Term Occasional Teachers:

- i) Weather conditions preventing a Long Term Occasional Teacher from attending work shall not interrupt the continuity of Long Term Occasional Teaching Assignments.
- ii) If a Long Term Occasional Teacher cannot attend due to inclement weather where the Board has not closed the school to staff, payment for that day will be at the discretion of the Board.
- iii) There will be no pay deductions for Long Term Occasional Teachers if the Board has closed the school(s) to staff due to inclement weather during the term of the Long Term Occasional Teacher's assignment.

ii) Short Term Occasional Teachers:

- i) If Occasional Teachers have accepted and received a job number to work on a day when the schools are closed to staff due to inclement weather, the Occasional Teacher will be paid for that day if the job was active at the time the closure was declared.
- ii) If there is a second consecutive day or more of school closure for staff due to inclement weather, the Short Term Occasional Teacher will not be paid.

18.08 Early Dismissal

In the event of the early dismissal of students resulting from emergency conditions, an occasional teacher shall be paid for the remainder of their assignment for that day.

18.09 Mileage

An Occasional Teacher covering for an Itinerant Teacher or a Occasional Teacher who is assigned duties by the Board at two (2) or more locations in the same day shall be paid a travel allowance for mileage between the schools, according to the Board's mileage policy, as amended from time to time.

18.10 For a Short Term Occasional teacher who is replacing the same teacher three or more consecutive days, a day shall be defined as 3 periods and any other professional duties (pro-rated for part-time teachers) as appears on the timetable of the teacher being replaced and the teacher shall be paid the equivalent salary for actual time worked.

ARTICLE L19 – UNION RIGHTS

19.01 The Bargaining Unit shall notify the Board, in writing, of the names of the persons elected to office in the Bargaining Unit and/or as required for union business.

19.02 The Board shall provide the Union with access to the Board's courier services at no cost.

19.03 The Board shall provide bulletin board space for the use of the Union at an appropriate location in each workplace upon which the Union shall have the right to post notices relating to matters of interest to the Union and the Occasional Teachers.

19.04 The Union shall have access to its members for Union business at all schools and workplaces provided that this does not interrupt the instructional day and they sign in using the appropriate school visitor sign in process.

19.05 The Board shall provide the Union access to meeting rooms, at no cost, for Union activities outside the school day, provided this does not interrupt the instructional program, school or rental functions of the Board.

19.06 The President of the Bargaining Unit, or designate, will have Union access to Apply to Education.

ARTICLE L20 - STRIKES AND LOCKOUTS

20.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Bargaining Unit agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act, as amended from time to time.

20.02 In the event of a strike by other employees of the Board, the Occasional Teachers shall carry on with their assigned professional duties to the best of their ability.

ARTICLE L21 - HEALTH & SAFETY

21.01 The Board shall make reasonable provisions for a safe and healthful environment for Occasional Teachers. Both parties will co-operate with regard to the duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.

21.02 An Occasional Teacher is not in breach of employment if the Occasional Teachers refuses to enter a school that is closed by the Medical Health Officer.

21.03 All Occasional Teachers will be required to complete the Board's mandatory online training modules. Short Term Occasional Teachers who do not hold a Long Term Occasional Contract at any time during the school year and work a minimum of one assignment will be compensated with a one time payment in the amount of one-third ($\frac{1}{3}$) of the Secondary Daily Certified Teacher Rate.

ARTICLE L22 – GRIEVANCE PROCEDURE

22.01 Definitions

A "grievance" shall mean a complaint in writing relating to the interpretation, application, administration, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable. The procedures as outlined shall be used.

"Days" shall mean instructional days unless otherwise indicated.

22.02 The authorized representatives of the parties, for the purposes of this Article, shall be: for the Bargaining Unit, the Bargaining Unit President or designate as identified in writing; for the Board, the Director or designate as identified in writing. The Board or Bargaining Unit shall identify, in writing, its authorized representative upon request by either party.

22.03 Unless otherwise stipulated herein, or by mutual consent in writing of the parties, a grievance must proceed through all the steps of the grievance procedure before it may be referred to arbitration.

INDIVIDUAL GRIEVANCE

Informal Step

22.04 It is understood that there is no grievance until the Occasional Teacher has first given the immediate supervisor (e.g. Principal) an opportunity to adjust the complaint. An Occasional Teacher may initiate a discussion with the immediate supervisor within ten (10) days from the time when the circumstances giving rise to the grievance were known or should have been known to the Occasional Teacher. An Occasional Teacher may request Bargaining Unit assistance at the meeting with the immediate supervisor. The immediate supervisor's response to the Occasional Teacher shall be given in writing within ten (10) days following the aforementioned discussion between the Occasional Teacher and immediate supervisor.

22.05 Step 1

Failing resolution of the complaint within ten (10) days of the immediate supervisor's reply to the complaint, the Bargaining Unit may submit the grievance to the Executive Officer of Human Resources or designate. The Executive Officer of Human Resources or designate shall have ten (10) days from receipt of the grievance in which to reply in writing. The Bargaining Unit shall have ten (10) days from receipt of the reply from the Executive Officer of Human Resources or designate to submit the grievance to Step 2. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Bargaining Unit representative and the Executive Officer of Human Resources, or designate.

22.06 The grievance shall stipulate the name of the grievor; shall identify the grievor's work location, shall state the facts giving rise to the grievance, including the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. The grievance shall be signed by an authorized representative of the Bargaining Unit.

22.07 Step 2

Failing resolution of the grievance within ten (10) days of the Executive Officer of Human Resources' or designate's reply to the grievance, the Bargaining Unit may submit the grievance to the Director. The Director shall have ten (10) days from receipt of the grievance in which to reply in writing. The Bargaining Unit shall have twenty (20) days from receipt of the Director's reply to submit the grievance to arbitration. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Bargaining Unit representative and the Director.

22.08 The Bargaining Unit may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a grievor's estate with the written consent of the estate.

22.09 The Bargaining Unit may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a retired Occasional Teacher with the written consent of that Teacher.

Bargaining Unit Policy Grievance and Board Policy Grievance

22.10 The Bargaining Unit or the Board may initiate a policy grievance in accordance with Article 22.01. The grievance shall state the facts giving rise to the grievance, including: the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. In the case of a Bargaining Unit policy grievance, the grievance shall be signed by the President of the Bargaining Unit and, in the case of a Board policy grievance, the grievance shall be signed by the Director of Education.

22.11 A policy grievance must be initiated within twenty (20) days from the time the circumstances giving rise to the grievance were known or should have been known. In the case of a Bargaining Unit policy grievance, the grievance shall proceed immediately to the Director; in the case of a grievance initiated by the Board, it shall be forwarded to the President of the Bargaining Unit for resolution.

22.12 The reply of the Director, in the case of a Bargaining Unit policy grievance, or the reply of the President of the Bargaining Unit or designate, in the case of a Board policy grievance, shall be made, in writing, within twenty (20) days of receipt of the grievance.

22.13 Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Director, or designate, and the President of the Bargaining Unit, or designate, prior to the reply to the policy grievance.

22.14 Failing settlement, the grievance may be referred to arbitration by either party within twenty (20) days of the receipt of the reply, in accordance with the criteria and timelines in Article 22.18.

Grievance Mediation

22.15 At any stage in the grievance procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

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

22.17 The expenses for the Mediator shall be shared equally by both parties.

Arbitration

22.18 The grievance may be referred to arbitration, only after all steps in the grievance procedure have been exhausted, unless a step has been waived by mutual consent of both parties in writing, through their authorized representatives. The party seeking arbitration shall notify the other party, in writing, of its desire to submit the grievance to arbitration within

twenty (20) days of the reply of the Director or the Bargaining Unit President. The notification shall contain the name of the party's appointee to the Board of Arbitration. The recipient party shall, within ten (10) days of receipt of such notification, advise the other party of its appointee to the Board of Arbitration.

22.19 The two (2) appointees shall, within fifteen (15) days of the appointment of the second of them, or at some time mutually agreed upon, appoint a third person, who shall be the Chair. If the recipient party fails to name an appointee, or if the appointees fail to agree upon a Chair within the time limit, the appointment of the Chair shall be made by the Ministry of Labour upon the request of either party.

The Board of Arbitration shall hear and determine the grievance and shall issue a binding decision upon the parties and upon any Occasional Teacher affected by it. The decision of a majority shall be the decision of the Board of Arbitration and, if there is no majority, the decision of the Chair shall govern.

22.20 No person shall be appointed as Arbitrator who has been involved in the negotiation of this Agreement or in attempts to settle this grievance.

22.21 Each of the parties will bear the expenses of their appointee and the parties will share equally the expenses of the Chair. All costs related to witnesses called by a party will be paid for by that party.

22.22 The Board of Arbitration shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement.

22.23 The grievance shall be submitted to a mutually agreed upon single arbitrator. Should they be unable to agree on a single Arbitrator, the parties may jointly request the Ministry of Labour to make an appointment.

22.24 Time limits in this Article are mandatory, unless extended by the mutual consent, in writing, of the authorized representatives of both parties. Any grievance not processed in accordance with the grievance procedure outlined in this article, including a grievance which is not initiated or processed to the next higher step or to arbitration within the time limits specified in the procedure, shall be deemed to be abandoned.

22.25 The Board considers the processing of a grievance as the normal exercise of a Occasional Teacher's rights. Documentation, indicating an Occasional Teachers's involvement in a grievance or arbitration, shall not be included in the Occasional Teacher's file held by the Board or agent of the Board.

22.26 An Occasional Teacher's attendance, required by the Board, at the grievance meeting at any stage of the Grievance Procedure, including Arbitration, shall be without loss of pay, if the Occasional Teacher was scheduled to work on that day, unless the teacher has been suspended without pay, employment has been terminated or in some respect the teacher was not entitled to receive pay for the day of the meeting. Normally such meetings will be held outside of the instructional day.

22.27 It is understood that nothing in this Article precludes the Bargaining Unit or Occasional Teacher from addressing letters of inquiry to the Board through the Director.

ARTICLE L23 - PROFESSIONAL ACTIVITY/DEVELOPMENT

23.01 A Professional Activity Day shall not interrupt the continuity of a Long Term Occasional assignment.

23.02 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Development Day, Professional Activity Day or an Early Learning Day as designated by the Board will be paid for the day and will be required to participate in the scheduled professional activity sessions.

23.03 Occasional Teachers may, upon request to the Principal, have access to the Board's in-service/professional activity/development programs on a voluntary basis, without pay. The Occasional Teacher shall pay the costs of the program, if any.

ARTICLE L24 –PERSONNEL FILES

24.01 The personnel file for the Occasional Teacher will be maintained in the Human Resources Department. An Occasional Teacher may have access to the file with one instructional day's notice to the Manager of Human Resources and shall receive photocopies of any documents in Occasional Teacher's personnel file, as requested.

24.02 With one instructional day's written notice to the Manager of Human Resources, where a Occasional Teacher authorizes, in writing, access to the Occasional Teacher's personnel file by the President of the Bargaining Unit or O.S.S.T.F. Occasional Teacher designate acting on behalf of the Occasional Teacher, the Board shall provide such access, as well as copies of materials therein authorized and requested.

24.03 Copies of documentation respecting the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher.

24.04 An Occasional Teacher shall be entitled to provide a written response for inclusion in the Occasional Teachers personnel file, with a copy to the Principal/Vice Principal, in cases dealing with disagreement regarding information contained within the personnel file.

24.05 An Occasional Teacher shall be provided with a copy of any written report directly pertaining to that Occasional Teacher as outlined in 24.06.

24.06 A disciplinary, negative or adverse report will be kept on file in the Human Resources Department.

24.07 A disciplinary, negative or adverse report may be removed from the Occasional Teacher's file at the discretion of the Executive Officer of Human Resources. The Occasional Teacher shall have the right to request the removal of any disciplinary, negative or adverse report from his/her file after one year by appealing to the Executive Officer of Human Resources. If a disciplinary, negative or adverse report is removed from the Occasional Teacher's file, it will be confirmed in writing to the Occasional Teacher with a copy of the letter to the Bargaining Unit President. If a disciplinary, negative or adverse report is not removed from the Occasional Teacher's file, the Occasional Teacher will be provided with a written detailed rationale for this decision and a copy of the letter will be sent to the Bargaining Unit President.

ARTICLE L25 – ACCESS TO INFORMATION

25.01 Upon written request, the Union shall be provided with copies of data relevant to the negotiation and administration of this agreement including, but not limited to, the following:

- a) listings of all employees covered by this agreement;
- b) the current website links at which the following can be accessed:
 - i) a statement of the current operating budget
 - ii) a statement of the current operating expenditures
 - iii) the general legislative grant technical paper (if available) and the detailed calculation for funding of the Halton District School Board
- c) a listing of Occasional Teachers on approved leaves of absence and the duration of the leaves;
- d) the total compensation for Short Term Occasional days and Long Term Occasional days for the preceding school year and the current year to date.
- e) names and duration of LTO contracts

25.02 The Union understands that the Board will respond to its written request in Clause 25.01 as quickly as possible and, whenever possible, within five (5) instructional days.

Access to Board Minutes

25.03 The Board shall provide to the Bargaining Unit President the current website links to Board meeting agendas and minutes.

ARTICLE L26 – CERTIFICATION AND GROUP PLACEMENT - LONG TERM OCCASIONAL TEACHERS

26.01 All qualified, newly hired Long Term Occasional Teachers shall be placed:

- i. at 0 years experience and/or
- ii. in Category 1

where no documentation of proof is provided. When documentary proof of experience and/or qualifications is provided, the Occasional Teacher shall be placed in the appropriate salary schedule position. All documentary proof is to be filed with the Manager of Human Resources. The salary schedule placement shall be retroactive to the first day of employment, once the Occasional Teacher has submitted the required documentation.

Documentary proof for experience and category placement is required to be submitted within 120 calendar days of the start of the long term occasional contract. Retroactive changes are only processed if the required documentation is submitted to Human Resources within one hundred and twenty (120) days of the start of employment.

It is understood that if the Occasional Teacher is having difficulty in obtaining the appropriate documentation,, within the duration of their contract,the Occasional Teacher will notify Human Resources, including proof of submission of the request to the issuing party of such difficulty.

Documentation provided beyond this time frame will be processed effective the date received in Human Resources. The maximum retroactive adjustment payment will be from the school year in which the documentation was received.

26.02 The Executive Officer of Human Resources shall have the authority to evaluate the qualifications and professional training of Occasional Teachers who are granted a Letter of Standing or who hold teaching certificates not specifically referred to in the category system and to recommend placement in the proper category.

26.03 Occasional Teachers will be paid in the category as determined by the parameters stated in Part A, Article C6.00 of this Collective Agreement.

26.04 Only teaching experience on a continuous basis during the regular school year, September to June, in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school, shall be considered.

Teaching experience as a Long Term Occasional teacher shall be included in the calculation of teaching experience. Teaching experience earned after September 1, 2000 as a certified teacher teaching in the Halton Adult and Continuing Education program offered during the day (Form 3), will be included in the calculation of teaching experience. Not more than one year of experience will be credited for the purpose of 26.04 for Form 3 teaching experience, or a combination of experience which includes Form 3 experience, for a given school year. The Executive Officer of Human Resources shall decide in any case of dispute.

Effective September 1, 2020, daily secondary occasional teaching will be recognized for grid placement. The calculation of such experience will be limited to daily occasional teaching experience only, earned commencing September 1, 2020. Experience will be credited at the rate of 1/194 for each equivalent two (2) full occasional teaching days taught.

26.05 Occasional Teachers with part years of teaching experience equal to 0.5 years or greater, shall have their experience rounded up to the next full year for increment purposes. Occasional Teachers with part years of teaching experience equal to less than 0.5 years shall not receive increment until accumulated experience equals 0.5 years or greater.

26.06 Additional prior experience documents submitted after the one hundred and twenty (120) day period which result in an Occasional Teacher being placed in a higher step shall be effective on or retroactive to the date of receipt of the documents, provided the experience is recognized in accordance with Article 26.04. The Executive Officer of Human Resources shall decide in any case of dispute.

ARTICLE L27 – TERMINATION OF LONG TERM ASSIGNMENT

27.01 a) In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Occasional Teacher will be given five (5) teaching days notice or five (5) day's pay in lieu of notice.

b) In the event that a Long Term Occasional Teacher cannot complete the LTO assignment, the Teacher will provide no less than five (5) teaching days' written notice to the Principal/Vice Principal and the Manager of Human Resources.

The Teacher may not terminate a Long Term Occasional contract for the purpose of accepting another Long Term Occasional contract.

27.02 It is also understood that any Long Term Occasional Teacher may terminate their contract to accept a probationary contract with the Board.

ARTICLE L28 - CORRESPONDENCE

28.01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and from the President of the Bargaining Unit or designate.

ARTICLE L29 - PRINTING OF COLLECTIVE AGREEMENT

29.01 The Board and the Bargaining Unit shall share equally the cost of printing the Collective Agreement. The number of copies of the Collective Agreement to be printed shall be mutually agreed to by the Bargaining Unit and Board. It is the intent of the parties that each Occasional Teacher will have access to an electronic copy of the Collective Agreement.

29.02 The Board agrees to provide newly hired Occasional Teachers with a copy of the Collective Agreement, the name of the Bargaining Unit President, and the address and telephone number of the District 20 office.

ARTICLE L30 – EMPLOYEE RELATIONS

30.00 There shall be an Employee Relations Committee consisting of up to three (3) members appointed by the Board and up to three (3) members appointed by the Bargaining Unit.

30.01 The Committee shall meet, at least once each semester, or, more often, at the request of the Bargaining Unit Executive or the Board to discuss matters of common concern.

30.02 Agenda items will be provided at least three (3) days in advance of the agreed upon meeting date.

**Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation
representing
The Secondary Occasional Teachers
District 20 - Halton
(hereinafter referred to as the “Bargaining Unit”)**

UNCERTIFIED TEACHERS

It is agreed by the Halton District School Board and O.S.S.T.F. that the Board will voluntarily recognize O.S.S.T.F. as the bargaining agent for all uncertified teachers hired in the secondary panel to teach in circumstances where an occasional teacher would be employed. It is understood that such teachers shall not be added to the Occasional Teacher List provided for in Article 7 of the Occasional Teacher Collective Agreement.

Such teachers shall be paid in accordance with the rates set out in Article 9 of the collective agreement.

Dated at Burlington this 29th day of June 2020.

FOR THE HALTON DISTRICT SCHOOL BOARD	FOR THE BARGAINING UNIT
Sari Taha General Manager, Human Resources	Debora Bachewich President, O.S.S.T.F. Occasional Teachers
Deb DeBoer Manager of Human Resources	Tom Beer Chief Negotiator, O.S.S.T.F. Occasional Teachers
Julie Hunt-Gibbons Superintendent of Education	Malcolm Macaulay Grievance Officer, O.S.S.T.F. Occasional Teachers
Claire Proteau Principal	Shannon McAleer Member, Collective Bargaining Committee, O.S.S.T.F. Occasional Teachers
Jason Alexander Specialist, Labour Relations and Workplace Investigations	
Rachael Boag Staffing and Recruiting Officer	
Justyna Ruffolo Human Resources Analyst	

**Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation
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The Secondary Occasional Teachers
District 20 - Halton
(hereinafter referred to as the “Bargaining Unit”)**

PAYMENT OF UNION EXECUTIVE MEMBERS

The parties agree that the Board will administer payroll for up to ten (10) members of the Union Executive on a monthly basis. The Union will reimburse the Board for the full cost of salary, vacation, benefits and all statutory benefits. A list of Union Executive Members will be provided to the Board no later than September 1st of each school year. Any additions, deletions or changes to the list of members to be paid will be communicated in writing to the Human Resources Manager of Operations.

Dated at Burlington this 29th day of June 2020.

FOR THE HALTON DISTRICT SCHOOL BOARD		FOR THE BARGAINING UNIT
Sari Taha General Manager, Human Resources		Debora Bachewich President, O.S.S.T.F. Occasional Teachers
Deb DeBoer Manager of Human Resources		Tom Beer Chief Negotiator, O.S.S.T.F. Occasional Teachers
Julie Hunt-Gibbons Superintendent of Education		Malcolm Macaulay Grievance Officer, O.S.S.T.F. Occasional Teachers
Claire Proteau Principal		Shannon McAleer Member, Collective Bargaining Committee, O.S.S.T.F. Occasional Teachers
Jason Alexander Specialist, Labour Relations and Workplace Investigations		
Rachael Boag Staffing and Recruiting Officer		
Justyna Ruffolo Human Resources Analyst		

LETTER OF AGREEMENT
Between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation
representing
The Secondary Occasional Teachers
District 20 - Halton
(hereinafter referred to as the “Bargaining Unit”)

INVESTIGATION – Long Term Occasional Teacher

Where an Occasional Teacher is on a Long Term Occasional Teaching assignment and has been suspended with pay during an investigation (ie. Children’s Aid Society), the Occasional Teacher will continue to receive pay until the investigation is completed, or the end date of the Long Term Occasional contract has been reached.

INVESTIGATION – Short Term Occasional Teacher

In a case of a Short Term Occasional Teacher who has been suspended due to an investigation (eg. Children’s Aid Society) the Occasional Teacher will continue to receive pay until the investigation is completed if they are assigned home during the school year. The board will determine the average number of days worked for the previous three (3) consecutive months worked to determine what the Occasional Teacher should be entitled to.

(eg. If the Occasional Teacher has worked 10 days an average per month they would receive 10 days pay if assigned home for a month or a prorated amount if less than one (1) month).

Dated at Burlington this 29th day of June 2020.

FOR THE HALTON DISTRICT SCHOOL BOARD		FOR THE BARGAINING UNIT
Sari Taha General Manager, Human Resources		Debora Bachewich President, O.S.S.T.F. Occasional Teachers
Deb DeBoer Manager of Human Resources		Tom Beer Chief Negotiator, O.S.S.T.F. Occasional Teachers
Julie Hunt-Gibbons Superintendent of Education		Malcolm Macaulay Grievance Officer, O.S.S.T.F. Occasional Teachers
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Justyna Ruffolo Human Resources Analyst		

The Halton District School Board
(hereinafter referred to as the “Board”)
And
The Ontario Secondary School Teachers’ Federation representing the
Secondary Occasional Teachers, District 20 - Halton
(hereinafter referred to as the “Union”)

RE: Short Term Occasional In- School Arrival Handbook

The Board and the union agree to establish a joint committee to meet and finalize a Short Term Occasional In-School Arrival Handbook.

The Parties agree to begin meeting no later than November 1, 2020 and to complete the handbook no later than April 30, 2021 with implementation for September 2021.

Dated at Burlington, Ontario this 29th day of June , 2020.

FOR THE HALTON DISTRICT SCHOOL BOARD		FOR THE BARGAINING UNIT
Sari Taha General Manager, Human Resources		Debora Bachewich President, O.S.S.T.F. Occasional Teachers
Deb DeBoer Manager of Human Resources		Tom Beer Chief Negotiator, O.S.S.T.F. Occasional Teachers
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**Letter of Agreement
Between**

The Halton District School Board
(hereinafter referred to as the “Board”)
And
The Ontario Secondary School Teachers’ Federation representing the
Secondary Occasional Teachers, District 20 - Halton
(hereinafter referred to as the “Union”)

RE: Short Term Occasional Vacancies

The Board and union agree to establish a joint committee to meet and discuss issues related to pre-arranging short term occasional jobs and the reassignment of short-term occasional teachers into alternative schedules from the original accepted SmartFind Express assignment.

The Parties agree to begin meeting no later than November 1, 2020 and make recommendations to the Executive Officer of Human Resources no later than April 30, 2021.

Dated at Burlington, Ontario this 29th day of June , 2020.

FOR THE HALTON DISTRICT SCHOOL BOARD		FOR THE BARGAINING UNIT
Sari Taha General Manager, Human Resources		Debora Bachewich President, O.S.S.T.F. Occasional Teachers
Deb DeBoer Manager of Human Resources		Tom Beer Chief Negotiator, O.S.S.T.F. Occasional Teachers
Julie Hunt-Gibbons Superintendent of Education		Malcolm Macaulay Grievance Officer, O.S.S.T.F. Occasional Teachers
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Justyna Ruffolo Human Resources Analyst		

Appendix C Long Term Occasional Pay Grid

Long Term Occasional Teachers shall be paid according to the following schedules for the period commencing September 1, 2019 to August 31, 2020:

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	47,230	50,758	54,281	57,801
1	50,758	54,281	57,801	61,328
2	54,281	57,801	61,328	64,858
3	57,801	61,328	64,858	68,374
4	61,328	64,858	68,374	71,895
5	64,858	68,374	71,895	75,422
6	68,374	71,895	75,422	78,951
7	71,895	75,422	78,951	82,469
8	75,422	78,951	82,469	85,994
9	79,636	82,469	85,994	89,518
10		86,743	89,518	93,038
11			93,846	96,567
12				100,961

Long Term Occasional Teachers shall be paid according to the following schedules for the period commencing September 1, 2020 to August 31, 2021

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	47,702	51,266	54,824	58,379
1	51,266	54,824	58,379	61,941
2	54,824	58,379	61,941	65,507
3	58,379	61,941	65,507	69,058
4	61,941	65,507	69,058	72,614
5	65,507	69,058	72,614	76,176
6	69,058	72,614	76,176	79,741
7	72,614	76,176	79,741	83,294
8	76,176	79,741	83,294	86,854
9	80,432	83,294	86,854	90,413
10		87,610	90,413	93,968
11			94,784	97,533
12				101,971

Long Term Occasional Teachers shall be paid according to the following schedules for the period commencing September 1, 2021 to August 31, 2022

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	48,179	51,779	55,372	58,963
1	51,779	55,372	58,963	62,560
2	55,372	58,963	62,560	66,162
3	58,963	62,560	66,162	69,749
4	62,560	66,162	69,749	73,340
5	66,162	69,749	73,340	76,938
6	69,749	73,340	76,938	80,538
7	73,340	76,938	80,538	84,127
8	76,938	80,538	84,127	87,723
9	81,236	84,127	87,723	91,317
10		88,486	91,317	94,908
11			95,732	98,508
12				102,991