

COLLECTIVE AGREEMENT

Between

**The Toronto District
School Board (TDSB)**

And

**Ontario Secondary School Teachers' Federation
(representing Secondary Occasional Teachers
employed by the Toronto District School Board)**

September 1, 2022 – August 31, 2026

This collective agreement consists of two parts. Part "A" consists of provisions respecting Central issues. Part "B" consists of provisions with respect to Central and Local Issues

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LAND ACKNOWLEDGEMENT

We acknowledge we are hosted on the lands of the Mississaugas of the Anishinaabe, the Haudenosaunee Confederacy and the Wendat. We also recognize the enduring presence of all First Nations, Métis and Inuit peoples.

PREAMBLE

The Parties to this Agreement understand and acknowledge their commitment to equity, environmental sustainability, and student achievement, safety, and well-being. The Parties further commit to each other that differences in opinion or interpretation, wherever possible, shall be resolved by reference to these considerations.

PART A - CENTRALLY NEGOTIATED TERMS AND PROVISIONS
as per APPENDIX I TO OSSTF Teachers MOS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

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

C1.2 Implementation

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

C1.3 Parties

a) The parties to the collective agreement are the school board and the bargaining agent.

b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

a) The term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026, 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 (the Committee or 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. At the time of the request, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the Committee or either of the Central Parties has taken an action in c) below.
- 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 affected Local Parties.
- b) The Central Parties may engage in informal discussions of the disputed matter. Upon the request for informal discussions, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the discussions conclude.
- 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. The Central Parties shall consider equity, diversity, and inclusion among the criteria for selecting an 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 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) Effective September 1, 2022, the funding rate shall be set to \$6,592.31 per FTE

b) The funding rate shall be increased for inflation as follows on the following dates:

- i. September 1, 2023: \$6,641.06
- ii. September 1, 2024: \$6,657.67
- iii. September 1, 2025: \$6,681.68

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.
- e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF teachers withdrawing their full services.
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out.
 - ii. Divide i) by 194 days.
 - iii. Multiply ii) by the number of strike or lockout days for OSSTF teachers at the school board.

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>	\$3,187	50%
<u>Hastings & Prince Edwards DSB</u>	\$4,781	75%
<u>Toronto DSB</u>	\$3,187	50%
<u>York Region DSB</u>	\$637	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, inflationary increases shall be provided in each of the following years:
 - September 1, 2023: 0.74%
 - September 1, 2024: 0.25%
 - September 1, 2025: 0.36%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their 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 their 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 their position. Where this is required, such information shall include their 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 STLDL 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 and resources.

The Crown will endeavour to provide an informational briefing to OSSTF and OPSBA in the event of the implementation of significant new policy initiatives, such as the implementation of a new PPM, that are not brought to the Ministry Initiatives Committee. Such informational briefings may take place at the Ministry Initiatives Committee, or another forum, at any time, and may include other attendees at the discretion of the Crown.

- 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 MINISTRY/SCHOOL BOARD INITIATIVES

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.

- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: <i>(Please print)</i>	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

Patient is capable of returning to work with no restrictions.

Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo, unless modified by voluntary interest arbitration award. For further clarity, if language exists, the following items are to be retained as written in 2019-2022 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. Early Retirement Incentive Plan
2. Hiring Practices
3. Occasional Teacher PD and Training
4. Voluntary Unpaid Leaves of Absence Program
5. Professional Colleges Requirements
6. Job Security
7. Education Program Funding
8. Employee Advocacy Program Funding

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. Pregnancy SEB Language

- a) Seniority and experience continue to accrue during Pregnancy leave.
- b) Employees living in Quebec and eligible for benefits under the QPIP, are also eligible for this SEB plan.

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 Appendix B as updated November 7, 2018 and 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.

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: Employee Mental Health

The Parties jointly recommend to the Provincial Working Group – Health and Safety (PWGHS) that Employee Mental Health be added as a standing item to the agenda.

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: Online Reporting Tool for Violent Incidents for the Provincial Schools Authority

Notwithstanding Letter of Agreement RE: Workplace Violence, the Provincial Schools Authority shall have a functioning Online Incident Reporting Tool consistent with Memorandum SB06, dated April 19, 2018, by September 2024. The employer shall meet with the bargaining unit to ensure consistency with Memorandum SB06.

Any disagreement as to whether the reporting tool implemented by the employer is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee ("CLRC").

If the CLRC determines that the reporting tool implemented by the employer is not consistent with Memorandum SB06, it will advise the employer of any remaining issues relating to the implementation of the reporting tool. The employer will implement any necessary changes.

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 that have been referred to arbitration.

The intent of the Model is to:

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

Phase 1

Following ratification of the central terms, the Parties shall meet at least one day per month to discuss the elements of a Streamlined Arbitration Process Model. The Parties shall finalize the contents of the Model within six months.

Phase 2

Should the Parties fail to agree, a jointly agreed upon mediator shall be engaged within 30 days to facilitate completion of the Model.

Phase 3

Once the Model is finalized, OSSTF and OPSBA shall identify at least two school boards and teacher bargaining units to voluntarily participate in the Pilot.

Phase 4

Two years following the implementation of the Pilot by the local school boards/teacher bargaining units, the Parties will meet to evaluate the Pilot. At that time, and at any other time the Parties mutually agree to, the Parties may meet and make any necessary modifications through mutual agreement. The Parties may also choose to expand the number of school boards and teacher bargaining units participating in the Pilot.

The Parties retain the right to end their participation in the Pilot at any time, and/or jointly modify the timelines contained in this Letter of Agreement.

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: Short Term Paid Leaves – Leave for Indigenous Practice/Days of Significance

The Parties agree that Short Term Paid Leaves (number of days) has been addressed at the central table and that the number of short term paid leave days shall remain status quo.

Usage of short term paid days remains available for local bargaining.

The Parties jointly agree to encourage local parties to consider adding the following language to existing short term paid leave provisions:

Indigenous Teachers may use existing short term paid leave:

- a. to vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work and/or
- b. for attendance at Indigenous cultural/ceremonial events.

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.

LETTER OF AGREEMENT #14

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

The parties acknowledge that in most instances other instructional methods, including in-person learning and e-learning, are preferred over hybrid instruction and provide better outcomes for most students.

Teachers will not be required to provide hybrid instruction for a student who is absent from in-person class for discretionary reasons.

LETTER OF AGREEMENT #15

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: Preparation Time

1. The Parties and the Crown recognize the importance of regular daily preparation time for teachers.
2. For the 2024-25 and 2025-26 school years, School Boards/Employers shall ensure that the scheduling of preparation time aligns with practices that were in place in the 2018-19 school year.
3. This does not preclude the implementation of existing alternative programs that are in place in the system, after consultation with the local bargaining unit.
4. New alternative programs that do not exist in the system and do not provide daily preparation time may only be established with mutual agreement between the local parties.
5. Where an alternative program has been established (as per paragraph 3 or 4) and a teacher is scheduled without daily preparation time, at the request of the teacher, the School Board/Employer will place the teacher in a different assignment while adhering to the existing local staffing processes.
6. This Letter of Agreement shall be subject to Part B provisions, including but not limited to preparation time, supervision, and on-call provisions.

LETTER OF AGREEMENT #16

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: Bereavement Leave

1. The local bargaining unit shall decide whether or not to insert the following into the local (Part B) collective agreement, with such language replacing existing bereavement language in its entirety:

Teachers shall be provided with three (3) regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of and/or to attend a funeral or other ceremony for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

2. Teachers shall be as defined as in C3.3

LETTER OF AGREEMENT #17

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: Violence Prevention Health and Safety Training

Effective in the 2023-24 school year and in each subsequent year, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to teachers. This shall include the following topics: Online Incident Reporting Software, and Notification of Potential Risk of Injury. Other possible topics may include: Prevention and De-escalation of Violence, Effective Risk Assessments and Safety Plan Development, Use of Truncated Student Safety Plan and General Safety Plan.

The Parties agree that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

LETTER OF AGREEMENT #18

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: Workplace Violence

The Parties acknowledge that school boards and supervisors are required to provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour, if the worker can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the worker to physical injury.

School Boards and supervisors must not disclose more personal information about a person with a history of violent behaviour than is reasonably necessary to protect workers from physical injury. For instance, workers may not need to know specific personal information, but will be provided with information on the measures and procedures to be followed as part of the workplace violence program in order to protect themselves.

In the case of student safety plans, procedures should be in place so that workers who work directly with the student have access to the student safety plan.

The Parties acknowledge that online reporting tools have been implemented by School Boards, as initiated by 2018:SB06, and the existing systems will be maintained.

By November 30, 2023, school boards will recirculate the *Workplace Violence in School Boards: A Guide to the Law* (released in 2018 by the Ministry of Labour) to local health and safety committees.

LETTER OF AGREEMENT #19

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: Occasional Teacher Information Package

Before the beginning of an assignment, occasional teachers shall be provided the following:

- i) A map of the school with room numbers, where available
- ii) Keys for appropriate classrooms and where required for access to staff washrooms;
- iii) The absent teachers schedule for the day. This will include any required supervision and times when classes change;
- iv) Lesson plans or other instructions for the classes of the absent teacher;
- v) Class lists, including any available seating plans with photographs where possible. The class lists will indicate which students have further information identified in vi) and vii) below;
- vi) The location of and access to student safety plans or equivalent (which shall include known triggers) for students that are in the classes assigned to the occasional teacher, including coverage of classes as part of supervision;
- vii) The location and access to information and procedures for students known to have severe health issues that are in the classes assigned to the occasional teacher, including coverage of classes as part of supervision;
- viii) Written safety procedures including emergency protocol, lock down and lock out procedures, or any other emergency processes that the occasional teacher would be expected to follow;
- ix) Other procedures, in writing, that the occasional teacher is required to follow during the day; and
- x) Where supplemental provisions exist in Part B of the collective agreement they shall remain in effect.

LETTER OF AGREEMENT #20

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: Occasional Teacher Information Package

The Parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of OSSTF and OPSBA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. explore data and best practices relating to sick leave initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
 - a. utilization of the sick leave and short-term disability plans;
 - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

LETTER OF AGREEMENT #21

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: Hiring Practices

The Parties acknowledge that successful teaching experience within the school board, including daily and long-term occasional experience, is valuable in the hiring process.

Teaching experience within the school board will be a factor considered in accordance with Ministry and school board policies in the selection of a successful candidate for a position as a long-term occasional teacher.

Where a candidate is unsuccessful in the hiring process, and requests feedback, it will be provided within 30 days of the interview.

Related provisions in Part B of the collective agreement shall remain in effect.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

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

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

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

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five

(5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

PART B - LOCALLY NEGOTIATED TERMS AND PROVISIONS

1.0.0. PURPOSE OF THE AGREEMENT

- 1.1.0. It is the intent of the parties and the purpose of this Agreement to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and to provide a procedure for the equitable settlement of grievances between the parties.

2.0.0. RECOGNITION

- 2.1.0. The Board recognizes the Ontario Secondary School Teacher Federation, hereinafter referred to as the Union, as the sole and exclusive Bargaining Agent for all Secondary Occasional Teachers covered under this Collective Agreement.
- 2.2.0. The Board further recognizes and O.S.S.T.F. confirms that O.S.S.T.F. has duly authorized the Secondary School Occasional Teachers' Bargaining Unit of O.S.S.T.F. District 12 Toronto hereinafter referred to as the OTBU to act as the agent of O.S.S.T.F. in all matters relating to the negotiation, interpretation, administration, and application of this Agreement.

3.0.0. RIGHTS

3.1.0. Management Rights

- 3.1.1. Save and except to the extent specifically modified and limited by any provisions of this Agreement, the Board retains the exclusive right to manage its affairs and schools.
- 3.1.2. The Board agrees that it will not exercise its management rights in a manner that is inconsistent with the terms and provisions of this Collective Agreement.
- 3.1.3. Both the Board and the OTBU shall be compliant with all relevant federal and provincial laws in Canada.

3.2.0. Union Rights

- 3.2.1. No Occasional Teacher shall be disciplined or discharged without just cause. As part of its investigation the Board will give the Occasional Teacher an opportunity to respond to all of the allegations of which the Board is aware. The nature and time frame of the behaviours of concern to the Board, shall be provided to the Occasional Teacher upon notification of the need for an opportunity to respond meeting.
- 3.2.2. If the Board requires an Occasional Teacher to meet with her/his Principal in order to receive a verbal or written reprimand, suspension, discharge or any meeting where it could reasonably be expected that an incident would lead to discipline or discharge, the Principal will inform the Occasional Teacher that they have the right to have an O.S.S.T.F. representative from the OTBU present at the meeting. If the Occasional Teacher elects to have O.S.S.T.F. representation, no discussion of the issues will take place until the O.S.S.T.F. representative is present in a timely fashion.
- 3.2.3. For any outcome that involves a letter of discipline, the electronic copy of the letter will be provided to the Employee. If the Employee has chosen to be represented by an OTBU representative during the investigation and outcome process, an electronic copy of the letter shall be provided to the Bargaining Unit.

4.0.0. TERM OF THE AGREEMENT

- 4.1.0. This Agreement shall be in effect from September 1, 2022 and shall continue in force up to and including August 31, 2026 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with Ontario Labour Relations Act.
- 4.1.1. Either party wishing to amend or add to this Agreement prior to its expiration shall notify the other party to this effect, such notice to be given in writing, and the parties shall meet within 30 days to determine if the other party will agree to re-open the Agreement.

5.0.0. DEFINITIONS

- 5.1.0. "Bargaining Unit" shall mean the Toronto Occasional Teachers' Bargaining Unit (OTBU), District 12 of the Ontario Secondary School Teachers' Federation.
- 5.2.0. "Board" shall mean the Toronto District School Board.
- 5.3.0. Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of ten (10) or more consecutive school days as a substitute for one teacher
- 5.4.0. "Occasional Teacher" means a teacher employed to teach as a substitute for a teacher or temporary teacher but not for a continuing education teacher, but if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for them shall not extend past the end of the school year in which the death occurred; and
- if the teacher substitutes for a teacher who is absent from their duties for a temporary period, the teacher's employment as the substitute for them shall not extend past the end of the second school year after the absence begins.
- 5.5.0. "Occasional Teacher List" means a list of Occasional Teachers of the Bargaining Unit, who have been accepted by the Board as Occasional Teachers in the secondary panel. An occasional teacher for the purposes of this agreement shall mean a teacher who is a member of the College of Teachers.
- 5.6.0. "Predecessor Board" shall mean one of the boards which was consolidated into the Toronto District School Board in accordance with the Fewer School Boards Act, 1997.
- 5.7.0. The term "school days" as used herein shall mean a day that is within the school year and is not a school holiday.
- 5.8.0. "Short Term Occasional Teacher" means an Occasional Teacher who is not a Long Term Occasional Teacher.
- 5.9.0. TTBU" shall mean the OSSTF District 12 Toronto Teachers' Bargaining Unit.
- 5.10.0. "Immediate family" means spouse, parent, guardians, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, brother-in-law, sister-in-law, or child's spouse.

6.0.0. STRIKES AND LOCK-OUTS

- 6.1.0. There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Lock-out and strike shall have the same meaning as defined in the Ontario Labour Relations Act, R.S.O. 1990, as amended and Education Act R.S.O. 1990 as amended.

7.0.0. BARGAINING UNIT DUES CHECK-OFF AND LOCAL LEVY

- 7.1.0. The Board shall deduct Union dues for every pay period for which an Occasional Teacher receives pay. Dues deducted in accordance with this article shall be forwarded to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 within thirty (30) days of the dues being deducted. The Union shall annually inform the Board of the amount of such dues.
- 7.2.0. In addition to the regular Union dues referred to in 7.1.0., and upon submission of proof to the Board that the Bargaining Unit is authorized by its Constitution to collect a local levy from its members, the Board shall deduct such levy from the pay of each Occasional Teacher and will remit such deduction directly to the District 12 Occasional Teachers' Bargaining Unit Treasurer within thirty (30) days of the levy being deducted. Such levy shall be a percentage of earnings. It shall be the responsibility of the Bargaining Unit prior to August 15th of a given year to provide the Board with the name and mailing address of the Treasurer.
- 7.3.0. A dues submission list shall accompany the remittances referred to above and shall include the Occasional Teacher's name, employee identification number, address, telephone number, number of days worked and gross earnings for the period covered by the dues submission list and the dues/levy deducted.
- 7.4.0. The Union and Bargaining Unit shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and or the Bargaining Unit.

8.0.0. NO DISCRIMINATION

- 8.1.0. Each of the parties agree there shall be no discrimination, interference, restraint or coercion exercised or practiced upon Occasional Teachers because of participation in any lawful Union activity.
- 8.1.1. Both the Board and the Bargaining Unit shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.

9.0.0. PROBATIONARY PERIOD

- 9.1.0. All Occasional Teachers, added to the Occasional Teacher List on or after January 1, 1998, shall serve a probationary period of 25 full-time equivalent teaching days worked in the secondary panel.

10.0.0. GRIEVANCE AND ARBITRATION PROCEDURE

- 10.1.0. Except for grievances based on a dispute that payment to an Occasional Teacher was in error, the grievance/arbitration procedures of this section shall not apply to Occasional Teachers who have not completed the probationary period.
- 10.2.0. Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 10.3.0. **Pre-grievance informal discussion**

Prior to the Bargaining Unit filing a grievance, an Occasional Teacher, or group of Occasional Teachers, or a representative from the Bargaining Unit Executive shall attempt, by informal discussion with the appropriate principal, or, if the Occasional Teacher does not report to a principal, with the Occasional Teacher's immediate supervisor, to resolve any matter which could be the subject of a grievance. In this discussion, the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Bargaining Unit.
- 10.4.0. If no resolution is reached under 10.3.0., the Bargaining Unit may submit a grievance on behalf of an Occasional Teacher or group of Occasional Teachers at Step One within 20 school days of the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher or group of Occasional Teachers.
- 10.5.0. In the pre-grievance informal discussions, the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Bargaining Unit.

Step 1 – Submission of a Grievance

- 10.6.0. If no resolution is reached under 10.3.0., the Bargaining Unit may submit a grievance on behalf of an Occasional Teacher or group of Occasional Teachers in writing to the person designated by the employer with a copy to the principal or immediate supervisor.

The representatives shall meet within ten (10) school days of the Bargaining Unit requesting such a meeting in order to attempt to resolve the grievance.
- 10.7.0. The grievance shall state the clause or clauses of this Agreement alleged to have been violated, together with the description of the complaint sufficient to indicate the substance of the complaint and remedy sought.
- 10.8.0. The Board or Bargaining Unit shall initiate such policy or group grievance by giving notice to the other party within 40 school days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- 10.9.0. The time within which such grievance may be brought may extend up to 40 school days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 40 school days preceding the end of the term of this Agreement.
- 10.10.0. The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.

Step 2 - Arbitration of Grievance

- 10.11.0. Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Bargaining Unit may, within 50 school days following the day the cause for the grievance became known or reasonably ought to have been known by the grieving party, notify the other party in writing of its desire to submit this grievance to arbitration.
- 10.12.0. The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 school days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- 10.13.0. The two appointees, or in the case of a single arbitrator, representatives of the Board and Bargaining Unit shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- 10.14.0. If a grievance concerns the discipline or dismissal of an Occasional Teacher for just cause, the arbitration board or single arbitrator may confirm the decision of the Board or reinstate the Occasional Teacher to the Occasional Teacher List or otherwise modify the penalty.
- 10.15.0. If there are several grievances concerning similar matters they shall be heard or considered together as one grievance.
- 10.16.0. The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- 10.17.0. No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.18.0. Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

11.0.0. SALARIES

Short Term Occasional Teachers

- 11.1.0. A Short Term Occasional Teacher shall be paid a per diem rate according to the following schedule based on the number of full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board.

Effective Date	0 – 100 Full-time Equivalent Days	After 100 Full-time Equivalent Days
September 1, 2022	250.61	275.68
September 1, 2023	258.13	283.95
September 1, 2024	279.30**	291.76
September 1, 2025	286.28	299.05

*The above noted rates are inclusive of vacation pay and statutory holiday pay.
 Note: The above rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2022	3.0%
September 1, 2023	3.0%
September 1, 2024	2.75%**
September 1, 2025	2.5%

** In accordance with the Kaplan award, the daily rate for 0-100 Full-time Equivalent Days for September 1, 2024, increased to the provincial OSSTF/FEESO Occasional Teacher average and increased by 2.75% increase applied.

11.1.1. For purposes of 11.1.0., "Board" includes a Predecessor Board.

11.2.0. If an overpayment has occurred, the Board shall communicate with the Occasional Teacher in writing and inform them of the amount of the overpayment. The Board shall establish a repayment schedule in writing prior to any sum representing repayment being deducted from a Teacher's salary. Where the Board and the Teacher are unable to agree to a repayment schedule, the Board shall attempt to resolve through its dispute resolution process and/or refer the matter to arbitration pursuant to section 49 of the Ontario Labour Relations Act, 1995.

An example of repayment schedule is as follows:

Overpayment Amount	Recovery Period
\$1,000 or less	3 pay periods
\$1,001 - \$5,000	10 pay periods
\$5,001 - 10,000	16 pay periods
\$10,001 and greater	26 pay periods

11.3.0. If an Occasional Teacher or Long Term Occasional Teacher believes that an underpayment has occurred, the Teacher will contact the appropriate payroll and/or staffing officer.

Any substantiated underpayment should be corrected within one to three pay periods, except in cases where a Occasional Teacher or Long Term Occasional Teacher is not being paid a basic salary in which case the Payroll Department will issue a cheque.

12.0.0. LONG TERM OCCASIONAL TEACHERS

12.1.0. A Long Term Occasional Teacher shall be paid in accordance with the salary grid set out in the current collective agreement for the Board's secondary teachers but such payment shall be made only after the ratification of this Agreement and shall be retroactive to the beginning of the term of this Agreement.

Such payment shall be the amount set out in the grid less an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation.

Placement on the grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching experience and category placement following confirmation by the Board of the appointment to the long term occasional teaching assignment.

Payment on the secondary teachers' salary grid shall be retroactive to the first day of the long term occasional teaching assignment.

The Long Term Occasional Teacher shall be paid as set out herein until the expiration of the long term occasional teaching assignment.

12.2.0. The vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in 12.1.0 above.

12.3.0. Recognized teaching experience shall include:

- all contract teaching experience,
- all Long Term Occasional Teaching experience,
- all Short Term Secondary Occasional teaching experience with the Toronto District School Board obtained after September 1, 2009,
- Short Term and Long Term Occasional teaching experience as described in the two preceding items will be calculated such that each day of experience shall equate to 1/194 of a year of credit, rounded to the nearest 1/10 of a year as per standard rounding procedures. It is understood that this calculation applies to grid placement for long-term occasional teaching assignments only.

- Notwithstanding the formula set out above, an Occasional Teacher hired as a Long Term Occasional Teacher on or before October 31 who works in that same assignment for the remainder of the school year shall be credited with a full school year of teaching experience.

12.4.0. The group placement of a Teacher shall be determined by the Board based upon the Certification Rating Statement of OSSTF or Qualifications Evaluation Council of Ontario (QECO) and the Group definitions set out in the O.S.S.T.F. Certification Plan in effect September 1, 2008.

12.5.0. It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with the teacher's certification rating statement and any supporting documents no later than the end of the long term occasional teaching assignment.

12.6.0. In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given five teaching days' notice or five days' pay in lieu of notice. This shall apply only if the termination occurs for reasons other than misconduct, disobedience, or neglect of duty on the part of the Long Term Occasional Teacher.

12.7.0. A Professional Activity/Development Day shall not interrupt the continuity of a Long Term Occasional teaching assignment.

12.8.0. In order to facilitate access to applicable school networks and the appropriate rate of pay, the Board will provide monthly reminders to schools, by way of system updates, to submit LTO appointment forms in a timely fashion after the 10th day of the assignment.

12.9.0. Long Term Occasional Teachers in alternate day or half day assignments shall not be required to attend parent-teacher interviews, staff meetings, or Professional Activity/Development Days during the period for which they are not scheduled to work, without compensation at their LTO rate.

12.9.0. **Long Term Occasional Teacher Investigation**

Where an Occasional Teacher is in a Long Term Occasional Teaching assignment and has been suspended due to an investigation, the member shall continue to receive their Long Term Occasional Teacher rate of pay until the investigation is completed, or the end date of the Long Term Occasional assignment has been reached.

13.0.0. SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

13.1.0. A Long Term Occasional Teacher's absence for illness or injury for a period:

13.1.1. of five consecutive school days or less may require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery, or

13.1.2. of over five consecutive school days shall require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.

13.2.0. For the purpose of the administration of these sick leave provisions, the Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense.

13.3.0. Occasional Teachers have the right to union representation at meetings involving return to work after an extended absence owing to illness and/or accommodations and shall be informed by the employer of this right.

14.0.0. MISCELLANEOUS LEAVE

14.1.0. Miscellaneous Leave up to a maximum of five days per school calendar year may be granted by the Director to a Long Term Occasional Teacher in an assignment with the Board without loss of salary for the purpose of:

- a) attending a hearing at the Ontario College of Teachers (one full day during which the hearing occurs),
- b) attending a hearing at the WSIB (one full day during which the hearing occurs),
- c) attending the birth or adoption of one's child (one full day during which the birth or adoption occurs),
- d) observing religious holy days (a limit of two in total),
- e) writing university or similar examinations, writing a citizenship test or taking an oath (one full day during which the examination, citizenship test or oath occurs),

- f) attending one's own graduation or the graduation of a child, spouse or grandchild from a recognized post-secondary institution (one full day during which the graduation occurs),
- g) attending the funeral or memorial service of a close relative or close friend (one day during which the funeral or memorial service occurs.
- h) moving to a new place of residence on the day of the move, limited to once during a school year,
- i) caring for a member of the Teacher's immediate family in the case of serious illness when the Teacher has been unable to obtain other proper care for such member.
- j) attending a drama, music or arts festival in which the Teacher is a participant,
- k) participating in tournaments or athletic track and field meets related to Olympic Games or finals of provincial, national, or international competitions approved by the Board,
- l) to attend medical appointments for a dependent child,
- m) For Indigenous Employees to vote in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work;
- n) For Indigenous Employees to attend at Indigenous cultural/ceremonial events;

14.2.0. **Bereavement Leave**

14.2.1. Bereavement Leave shall be granted by the Director without loss of salary for up to three 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, as defined in article 5.10.0, in order for the Long Term Occasional Teacher to make arrangements for and attend the funeral of such family member.

14.2.0. **Jury Duty**

14.2.1. A Long Term Occasional Teacher who is absent during the long term assignment by reason of a summons to serve as a juror or a witness in any court to which the Long Term Occasional Teacher has been summoned in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged shall be paid the applicable earnings under 12.1.0. during the period of such absence but not beyond the end of the assignment provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

14.3.0. **Employment Standards Act Leaves**

14.3.1. Unless the Collective Agreement provides a greater right or benefit to the Employee, leaves of Absence referenced in the Employment Standards Act, S.O. 2000, and listed below, are available to employees in accordance with and subject to the provisions of the Act.

14.3.2. The Employer shall provide Family Medical Leave in accordance to the Employment Standards Act Section 49.1. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>

14.3.3. The Employer shall provide Organ Donor Leave in accordance to the Employment Standards Act Section 49.2. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>

14.3.4. The Employer shall provide Family Caregiver Leave in accordance to the Employment Standards Act Section 49.3. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>

14.3.5. The Employer shall provide Critical Illness Leave in accordance to the Employment Standards Act Section 49.4. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>

14.3.6. The Employer shall provide Child Death Leave in accordance to the Employment Standards Act Section 49.5. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>

14.3.7. The Employer shall provide Crime-Related Child Disappearance Leave in accordance to the Employment Standards Act Section 49.6. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>

14.3.8. The Employer shall provide Domestic or sexual violence leave in accordance to the Employment Standards Act Section 49.7. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>

14.3.9. The Employer shall provide Reservist leave in accordance to the Employment Standards Act Section 50.2. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>

14.3.10. If two (2) or more employees wish to share a Parental, Family Medical or Critical Illness leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the weeks of leave will be shared and where applicable will be in accordance with the Employment Insurance Act.

14.4.0. **Pregnancy Leave Benefits**

14.4.1. 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 (i.e. the birth parent) who is eligible for such leave shall receive salary for a period immediately following the birth of their 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.

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

14.4.3. Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in 14.4.1 above, with the length of the SEB benefit limited by the term of the assignment.

14.4.4. Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

14.4.5. The teacher must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

14.4.6. 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.

14.4.7. 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.

14.4.8. Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

14.4.9. If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.

14.4.10. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

14.4.11. 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.

14.4.12. 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;

15.0.0. INSURED EMPLOYEE BENEFITS

15.1.0. Subject to the conditions set out under 15.5.0. and 15.6.0., an Occasional Teacher who worked at least 90 full-time equivalent days as an Occasional Teacher for the Board in a school year shall, in the subsequent school year, be eligible to enroll and participate in each of the Insured Employee Benefit Plans as set out under 15.2.0., 15.3.0. and 15.4.0.

15.2.0. **Extended Health Benefits**

The Board shall provide an Extended Health Plan for eligible Occasional Teachers that shall continue the level of benefits in effect under the prior agreement, and which will include regular Extended Health Benefits with deductible feature of \$25 per individual and \$50 per family maximum. Subject to the above deductible, the Plan will also include:

health coverage while outside Canada, and

hearing aid benefits to a maximum of \$400 per person, and

effective September 1, 2007, eyeglasses (including contact lenses) benefits to a maximum of \$300 per person for a two year period.

effective September 1, 2010, eyeglasses (including contact lenses) benefits to a maximum of \$400 per person for a two year period.

15.3.0. **Semi-private Hospital Care Benefits**

The Board shall provide a Semi-private Hospital Care Plan for eligible Occasional Teachers.

15.4.0. **Dental Health Care Plan**

The Board shall provide a Dental Health Care Plan for eligible Occasional Teachers that shall continue the level of benefits in effect under the prior agreement. It shall include a nine month recall provision.

15.4.1. Effective September 1, 2012, the benefits will be based upon the 2009 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2013, the benefits will be based upon the 2010 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2014, the benefits will be based upon the 2011 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2015, the benefits will be based upon the 2012 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2016, the benefits will be based upon the 2013 Ontario Dental Association Schedule of Fees for General Practitioners.

15.5.0. **Application and Eligibility**

15.5.1. Each eligible Occasional Teacher shall, not later than June 30 of each year, complete and return the benefits election form provided by the Board.

15.5.2. An eligible Occasional Teacher who elects to participate in one or more Employee Benefit Plans shall be a participant in the plan or plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:

(i) remains on the Board's list of Occasional Teachers;

(ii) either remains available for work as an Occasional Teacher, or is absent

due to illness as certified by an appropriate licensed medical practitioner;

on a pregnancy or parental leave under the Employment Standards Act, or other leave(s) outlined in the Central Agreement; or

as may be otherwise permitted by the Board; and

(iii) pays the Occasional Teacher's share under 15.6.0.

15.5.3. An Occasional Teacher currently enrolled in a Plan may continue participation in that Plan from the next September 1 to the following August 31 providing that the Occasional Teacher:

(i) works at least 90 full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and

(ii) is on a Pregnancy or Parental leave under the Employment Standards Act; or

(iii) has completed and returned from a Pregnancy or Parental Leave under Employment Standards Act;

and

(iv) fulfills the conditions set out under 15.5.2.

15.5.4. If the Occasional Teacher fails to comply with any of the conditions of 15.0.0. the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enroll except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under 15.0.0.

15.6.0. **Premiums**

15.6.1. Monthly premium costs for each Plan in which the eligible Occasional Teacher participates shall be shared equally between the Board and the eligible Occasional Teacher.

15.6.2. The eligible Occasional Teacher's share of the premium cost shall be paid according to the procedures determined by the Board.

15.7.0. **Benefit Changes re: Letter of Agreement #4 in the Central Terms**

Effective on the date of participation, Benefits for Occasional Teachers and LTO's will be administered in accordance with Letter of Agreement #4 article 4.2.1.k and 4.2.1.l.

16.0.0. EVALUATION OF AN OCCASIONAL TEACHER'S CLASSROOM TEACHING

16.1.0. An evaluation of an Occasional Teacher may be made at the discretion of the Principal, Vice-Principal or a Supervisory Officer. For purposes of clarity, an Occasional Teacher includes an LTO except where otherwise noted.

16.1.1. An Occasional Teacher may request an evaluation, subject to the availability of a Principal/Vice Principal. The date of the classroom observation is to be jointly determined by the Occasional Teacher and the Principal/Vice Principal.

16.2.0. An Occasional Teacher shall be given at least four (4) school days prior notice of a classroom evaluation.

16.3.0. Any classroom evaluation of an Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Occasional Teacher within 15 school days.

16.4.0. The Occasional Teacher will be given an opportunity to read the evaluation, to sign it and to make any written comments the Occasional Teacher so desires.

16.5.0. The Occasional Teacher's signature will indicate only that the Occasional Teacher has read the evaluation.

16.6.0. The original signed evaluation form shall be kept on file in the Occasional Teacher's personnel file.

16.7.0. If, for any reason, the Occasional Teacher fails to sign the evaluation form, this shall be noted on the copy of the evaluation form maintained in the Occasional Teacher's personnel file.

16.8.0. Evaluations of Occasional Teachers, other than LTOs, shall follow the Board's "Secondary Occasional Teacher Evaluation – Short Term" as amended from time to time by the Board in consultation with the OTBU.

Evaluations of LTOs shall follow the Board's "Long Term Occasional Teacher Evaluation Template" as amended from time to time by the Board in consultation with the OTBU.

The Board will consult with the OTBU about professional development opportunities to support Occasional Teachers in respect to the evaluation processes

17.0.0. PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS

17.1.0. A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity/Development Day will be paid for the day and will be required to participate in the scheduled professional activities approved by the Board for the regular day school teachers of the school in which the Long Term Occasional Teacher is employed.

- 17.2.0. A professional activity or development day shall not interrupt the count towards a determination of whether or not an assignment is a long term assignment.
- 17.3.0. There will be a voluntary unpaid professional development day for short term occasional teachers to be held on the same day as the Board-wide Professional Development Day. The priority activities shall be determined and organized by the Union subject to approval of the Executive Superintendent of Employee Services or designate that the activities are consistent with the curriculum and classroom management priorities of the Board or as otherwise agreed.
- 17.4.0. Short Term Occasional Teachers may access professional development being offered by the Board's Professional Learning Unit.

18.0.0. LATE CALLS

- 18.1.0. A Short Term Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request to report for such assignment provided that the Short Term Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the Short Term Occasional Teacher.
- 18.2.0. The written record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out late.
- 18.3.0. Except where otherwise indicated by the Board representative, as indicated in 18.1.0, an Occasional Teacher shall report for duty at least 15 minutes prior to the commencement of classes.

19.0.0. CALL-OUT ERROR

- 19.1.0. A Short Term Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be given employment for one half-day and be paid a half day's pay for such employment.
- 19.2.0. If a Short Term Occasional Teacher has been called in error for a full-day assignment, the Short Term Occasional Teacher shall be given a full day's employment and be paid a full day's pay for such employment.
- 19.3.0. The record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out in error.

20.0.0. OCCASIONAL TEACHER LIST

- 20.1.0. To be eligible for inclusion and to remain on the Occasional Teacher List, an Occasional Teacher must maintain membership in good standing with the Ontario College of Teachers.
- 20.2.0. An Occasional Teacher shall notify the person designated by the employer, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 20.3.0. The Board shall, on or before, November 1 and May 15 of each year, provide the Bargaining Unit with a copy of an updated Occasional Teacher List which will contain the name, Board employee number, Board email address, OCT number, address and telephone number for each Occasional Teacher on the Occasional Teacher List. Once a year, on or before November 1, the Board will provide the OTBU with a list of the names of those members working as Occasional Teachers in Continuing Education.

Once a year, on or before November 1, the Board will provide the OTBU with a list of the names of those members working as Occasional Teachers in Continuing Education
- 20.3.1. On or before November 1 the President of the Bargaining Unit or designate will receive, in electronic form, the names and employee numbers of the Occasional Teachers removed from the Occasional Teacher List since June 30.
- 20.4.0. An Occasional Teacher on the Occasional Teacher List may, with reason and 15 school days prior written notice, request to have that Occasional Teacher's name voluntarily removed from the Occasional Teacher List for a specified time period.
- 20.4.1. The 15 school days prior notice may be waived by the person designated by the employer in case of emergency or special circumstance.

- 20.4.2. Subject to the approval of the person designated by the employer, the Occasional Teacher's name may be transferred to the inactive list and shall be returned to the Occasional Teacher List at the conclusion of the specified time period.
- 20.5.0. The Board will review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least twenty (20) full time equivalent days in the school year.
 - 20.5.1. Subject to 20.5.0., an Occasional Teacher who has not taught for at least twenty (20) full time equivalent days may request to be considered for reinstatement.
 - 20.5.2. The Board, at its discretion, may provisionally return an Occasional Teacher to the Occasional Teacher List. When an Occasional Teacher is provisionally returned to the Occasional Teacher List, the Occasional Teacher must teach for ten (10) full time equivalent days between February 1 and June 30 to qualify for reinstatement to the Occasional Teacher List.
- 20.6.0. Dispatch of short term occasional teaching assignments shall be as per Board protocol except in emergency situations.
 - 20.6.1. The Board will remind schools to enter complete and accurate details into the dispatch system, including teaching subjects, by way of system updates.
- 20.7.0. An Occasional Teacher who refuses four or more assignments, for which they are qualified, within a period of twenty (20) school days or who cannot be personally contacted for an assignment over a period of fifteen (15) consecutive schools days may be removed from the list.
 - 20.7.1. The provision of 20.7.0. applies only to assignment calls made before 8:00 am on the day of the assignment.
 - 20.7.2. Prior to being taken off the Occasional Teacher List, a notice shall be sent to the last known address of the Occasional Teacher and to the President of the Bargaining Unit advising the Occasional Teacher that they may be removed from the Occasional Teacher List under the provisions of 20.7.0.
 - 20.7.3. The Occasional Teacher shall have an opportunity to apply, to the person designated by the Employer, within ten (10) school days of the mailing of the notice for continued status on the Occasional Teacher List. Such application for continued status shall not be unreasonably denied.
- 20.8.0. The use of emergency replacement personnel shall be as per Board Protocol as amended from time to time after consultation with the Union
- 20.9.0. The Board shall provide a renewal notice to each Occasional Teacher on the List no later than May 31 of each year. An Occasional Teacher who does not respond by the following June 30 shall be removed from the List prior to the commencement of the next school year.
 - 20.9.1. Subject to 20.9.0., an Occasional Teacher who has not responded by June 30th may request to be considered for reinstatement.
 - 20.9.2. The Board, at its discretion, may provisionally return an Occasional Teacher to the Occasional Teacher List. When an Occasional Teacher is provisionally returned to the Occasional Teacher List, the Occasional Teacher must teach for ten (10) full time equivalent days between February 1 and June 30 to qualify for reinstatement to the Occasional Teacher List.
- 20.10.0. The Board shall provide to the OTBU by November 15 of each year, a list of Occasional Teachers who were on the Occasional Teacher Roster on June 30th of the previous school year and who have been newly hired into permanent half-time or full-time secondary teaching positions. This list will include the Occasional Teachers' names, employee number.

The Board shall, on or before, November 15 of each year, provide the Bargaining Unit with a list of any new hires to the Occasional Teacher Roster.

21.0.0. SECONDARY OCCASIONAL TEACHERS' CONSULTATION COMMITTEE

- 21.1.0. The Board and the Bargaining Unit shall jointly establish the Secondary Occasional Teachers' Consultation Committee. The Committee will have as its members up to three members appointed from the Board's staff, one

of whom shall be named as co-chairperson, and up to three members of the Bargaining Unit appointed by the Bargaining Unit, one of whom shall be named as co-chairperson by the Bargaining Unit. The composition of this committee may be modified by mutual agreement.

21.2.0. The Committee shall meet at a mutually convenient time and within twenty calendar days of the written request of either party being received by the other.

21.3.0. The Committee shall discuss issues of concern to either the Board or the Bargaining Unit but shall not consider any matter which is under negotiations or which is the subject of a grievance under the grievance procedure of this Agreement.

21.4.0. Should a meeting be convened at a mutually agreed time which requires the early dismissal of an Occasional Teacher, the Occasional Teacher may attend such a meeting without loss of pay provided that the Occasional Teacher has been in the current assignment for at least 5 consecutive school days.

21.5.0. Such a Committee shall be a consultative body and may make recommendations to the person designated by the employer.

21.6.0. Prior to making any changes to the Board's protocol regarding the dispatch system, the Board shall consult with the Union at the Secondary Occasional Teachers' Consultation Committee.

21.7.0. **Staffing Committee**

A Staffing Committee shall be convened no later than June 1 of each year to review the staffing process for the upcoming year and establish a regular meeting schedule for the upcoming academic year which will consist of no less than 3 meetings a year. This Committee shall be comprised of equal representatives from the Board and the OTBU. This Committee shall be a sub-committee of the Secondary Occasional Teachers' Consultation Committee. The composition of this committee may be modified by mutual agreement. There will be one additional Staffing Committee meeting to do an in-year staffing review that will be held in conjunction with the Secondary Occasional Teachers' Consultation Committee. This additional meeting will occur before January 31 of each year.

The Board will add Teachers to the Occasional Teachers List only after consultation with the OTBU. Additional names will be added to the List in order to satisfy a demonstrable need for Teachers with specifically identified teaching qualifications or where there is a demonstrable need due to insufficient numbers of Occasional Teachers serving a location(s) and or geographical area(s).

The Board and the OTBU will review the process under 20.5.1. including the mechanism available for a teacher to request reinstatement where the teacher did not meet the minimum number of qualifying days.

The OTBU undertakes to inform its members of changes to the Board's occasional teacher requirements.

22.0.0. PRINTING OF THE AGREEMENT

22.1.0. The Board will make available electronically a copy of this Agreement. Both the Board and the OTBU will post the Collective Agreement on their respective websites.

23.0.0. PERSONNEL FILES

23.1.0. An Occasional Teacher shall have access during normal business hours to that Occasional Teacher's personnel file upon prior written request and in the presence of the person designated by the employer. The Occasional Teacher may be provided with a copy of any material contained in this file.

There shall be only one personnel file for a Teacher. The location of such record shall be communicated to the BU including any changes thereto.

23.2.0. The Occasional Teacher may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.

Where Occasional Teachers provide appropriate written authorization to a legal representative/union representative to access their personnel file, the employer shall provide such access, as well as copies of materials contained therein.

- 23.3.0. If the Occasional Teacher disputes the accuracy or completeness of any such information other than an evaluation under 16.0.0., the Board shall within 15 days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy either confirm or amend the information.
- 23.4.0. Where the Board amends such information under 23.3.0. The Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on the inaccurate information.
- 23.5.0. When a performance appraisal, or record of discipline, is placed in the Occasional Teachers' personnel file, a copy shall be addressed or copied to the Occasional Teacher.
- 23.6.0. At an Occasional Teacher's request to the Executive Superintendent of Employee Services, or designate, a letter of discipline of 5 days suspension or less, contained in an Occasional Teacher's personnel file shall be removed after two (2) years from the date of issue, unless further disciplinary action has occurred in that period.

At an Occasional Teacher's request to the Executive Superintendent of Employee Services, or designate, a letter of discipline of 6 days suspension or more, contained in an Occasional Teacher's personnel file shall be removed after the earlier of three (3) years or 350 days worked for the Board as an Occasional Teacher from the date of issue, unless further disciplinary action has occurred in that period.

Notwithstanding the foregoing, letters of discipline regarding harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board may remain in an Occasional Teacher's personnel file

24.0.0. COMMUNICATIONS

- 24.1.0. All official communications between the parties arising out of this Agreement or incidental thereto shall pass between the person designated by the employer and the official designated by the bargaining unit.
- 24.2.0. Upon written request at least fifteen (15) calendar days in advance, and following the Board's approval of the budget, the Board will provide to the Bargaining Unit a copy of the minutes of the Board meeting containing information regarding the current operating budget allocations for Occasional teaching, current operating expenditures and projected staffing and enrolment.
- 24.3.0. Annually after September 1st, upon written request by the Bargaining Unit, the Board shall provide, within 60 calendar days, data showing the number of Occasional Teachers' eligible to participate in the Insured Employee Benefit Plans and the number of Occasional Teachers' that are participating.
- 24.4.0. Annually after September 1st, upon written request by the Bargaining Unit, the Board shall provide, within 60 calendar days, data showing the scattergram of Daily Occasional Teachers' salaries in the preceding school year.
- 24.5.0. The Board shall provide a copy of newly approved and amended Board policies and protocols to the Bargaining Unit office upon request.
- 24.6.0. The Bargaining Unit will, from time to time, inform the Board, in writing, as to who is authorized to act on behalf of the Bargaining Unit. The Board shall make this information available to all Board worksite/school administrators in a timely manner.

25.0.0. POSTING OF NOTICES– BULLETIN BOARD

- 25.1.0. The Board shall provide space on a bulletin board in each secondary school for the posting of notices issued by the Bargaining Unit President or designate. All such notices shall receive prior written approval from the person designated by the employer. Such approval shall not be unreasonably withheld. Where practical, the decision will be communicated to the Bargaining Unit within one business day of receipt, by the person designated by the Employer, of the requested notice.
- 25.1.1. The Board will undertake to periodically, issue a reminder to administrators about the provisions of 25.1.0.

26.0.0. UNION BUSINESS

- 26.1.0. Subject to 26.1.1. to 26.1.2., the Board shall grant a paid leave of absence to an Occasional Teacher who is elected either to O.S.S.T.F. Provincial Office for a two (2) year period, as full time President, or as an executive officer of the Bargaining Unit for a period of up to two (2) years.
- 26.1.1. The Occasional Teacher shall be paid, at the rate that is set by the Bargaining Unit, provided that the rate conforms to either the appropriate daily or the appropriate long term occasional teacher rate.
- 26.1.2. The Occasional Teacher will be retained on the Board's Occasional Teacher List, in an "inactive" status, for the duration of the period of elected office.
- 26.2.0. If the bargaining unit requests a part-time leave for the President, the Board shall grant such request provided that the part-time leave shall be regularly scheduled in a manner acceptable to the Board.
- 26.2.1. 26.1.1. applies to a part-time leave for the President.
- 26.2.2. It is understood and agreed that the President will be unavailable for long term occasional teaching positions while on a part-time leave for Bargaining Unit business.
- 26.3.0. The Bargaining Unit may appoint or otherwise select a negotiating committee of up to five (5) members. The committee shall represent the Bargaining Unit in all negotiations for the renewal of this Agreement with the representatives of the Board.
- 26.3.1. Subject to the program needs of the Board, a Long Term Occasional Teacher, who is a member of the negotiating committee, shall be paid at the rate that the Occasional Teacher would receive as a Long Term Occasional Teacher.
- 26.4.0. A period of office, during which the Board pays the Occasional Teacher under 26.0.0., shall be considered as teaching experience.
- 26.5.0. The period of office for the President shall be considered as a period contributing to eligibility for participation in the Board's employee benefit plans as set out in 15.0.0. provided that, if the Occasional Teacher participates, the Bargaining Unit reimburses the Board for the Board's share of the premium costs.
- 26.6.0. When the Board requires that an Occasional Teacher, as a representative of the bargaining unit, be present at a meeting, dealing with matters relating to the bargaining unit, during the Occasional Teacher's normal hours of work, the Board shall pay the Occasional Teacher at the rate for the day or half day for which the presence is required.
- 26.7.0. The Bargaining Unit shall reimburse the Board for the full employment costs incurred under 26.1.0. to 26.5.0.
- 26.8.0. Notwithstanding 26.7.0., a member of the negotiating committee under 26.3.0., who is employed in a Long Term Occasional Teacher position at the time when a meeting, or meetings, with the Board's negotiating team has, or have been, scheduled by a mediator or conciliation officer, shall, if the assignment continues on the days of the meeting(s), be released with the applicable pay and benefits for the meeting(s).
- 26.8.1. The time referred to in 26.8.0. is the time when the mediator or conciliator notifies the parties of the meeting(s).
- 26.9. Notwithstanding Article 26.7.0, subject to Article 26.1.0 and 26.2.0, for the Bargaining Unit President, the Bargaining Unit shall reimburse the Board for the employment costs for the leave at Group 4, Step 0 of the Salary Scale in Supplementary Information Secondary Teachers Bargaining Unit.

27.0.0. ABSENCE DURING THE QUALIFYING PERIOD OF A PRE-SCHEDULED LONG TERM OCCASIONAL TEACHER ASSIGNMENT

- 27.1.0. Subject to 27.1.1. and 27.1.2., if the prospective assignment of an Occasional Teacher is scheduled to extend beyond the qualifying period, required for a Long Term Occasional Teacher assignment, and the Occasional Teacher has completed at least five (5) days of the assignment but is required to be absent for a period not exceeding one day, the Occasional Teacher shall continue in the assignment after the day of absence.
- 27.1.1. Subject to 27.1.1. and 27.1.2., if the prospective assignment of an Occasional Teacher is scheduled to extend beyond the qualifying period, required for a Long Term Occasional Teacher assignment, and the Occasional Teacher has completed at least six (6) days of the assignment but is required to be absent for a

period not exceeding two (2) days, the Occasional Teacher shall continue in the assignment after the day of absence.

27.1.2. Prior to being absent, the Occasional Teacher shall notify the Principal, or designate, of the reason for the absence and confirm to the Principal, or designate, the Occasional Teacher's intent to return to the assignment after the absence.

27.2.0. An absence, under 27.1.0., does not count as a day towards the qualifying period under 5.3.0.

28.0.0. ACCESS PROVISIONS

28.1.0. Permanent Contract Teacher Positions

28.1.1. The Board will, in consultation with the OTBU, establish a process to ensure that Occasional Teachers are aware of the deadlines for applying for permanent contract teaching positions.

28.1.2. The Board will provide an information session to which Occasional Teachers shall have access, regarding the hiring process for permanent contract teaching positions. The OTBU President or designate shall be invited to attend as an observer in the information session if this session is conducted as a live session.

28.2.0. Access to Long Term Occasional Teaching Positions

28.2.1. When, at least 15 school days prior to its commencement, it is known, to the person designated by the employer, that an occasional teaching assignment will become a long term assignment, the assignment shall be advertised on a dedicated telephone line and/or the Board's Intranet for a period of four days. As soon as administratively feasible, such assignments shall be advertised on the Board's Intranet.

(i) After which time, interviews will be held by the appropriate staff to select the person to fill the long term assignment.

(ii) If it is determined, from the interview process, that no available Occasional Teacher is acceptable, then the Employer will appoint a person to the assignment.

(iii) To fill a long term occasional teaching assignment with a person, other than an Occasional Teacher already on the Occasional Teacher List, permission must be received from the Central Co-ordinating Principal Secondary Teaching or designate, prior to offering the position.

28.2.2. The Board shall provide the Bargaining Unit with a list containing the Long Term Occasional Teacher position(s) posted and the name of the successful candidate for each position.

28.3.0. The Board will remind schools about the importance of being flexible when scheduling interviews for Occasional Teachers. Efforts will be made to schedule interviews at times that do not interfere with work

29.0.0. WORKING CONDITIONS

29.1.0. A day worked as an Occasional Teacher will be reported as 8 hours of insurable earnings for the purposes of Employment Insurance. A half day will be reported as 4 hours of insurable earnings.

29.2.0. No Occasional Teacher shall be required to perform as part of that Occasional Teacher's regular duties any duties normally and regularly performed by members of the secretarial or custodial staff. This shall not preclude the participation of an Occasional Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act, as amended from time to time, or Regulations thereunder.

29.3.0. No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection on a regular basis, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage, or manual expression of the bladder.

29.4.0. Short Term Occasional Teaching Materials

The Board will facilitate and support Occasional Teachers in their assignment by making a reasonable effort to provide the Occasional Teacher with:

- Emergency contact information for the Main Office
- School Timetable for that day
- A map of the school
- A copy of the school code of conduct
- A listing of all curriculum leaders and assistant curriculum leaders
- Details of any special events planned for the school day
- Current printed class list for each class assigned, where possible
- Detailed lesson plans for each class
- Current seating plan for each class assigned
- Particulars of medical needs and access to safety plans for students in each class assigned
- Keys to the classrooms assigned and washrooms
- Information about the Employee's responsibility to report incidents of workplace violence and threats of workplace violence as per Bill 168, and the link to access the Employee's Report of a Workplace Violent Incident (ERWVI) online form
- Information about reporting a concern of a potential or existing hazard which presents risk to the health or safety of individuals in the workplace, and link to access the Health and Safety Concern/Near Miss Incident Form
- Information about reporting an injury and a link to access the Employee's Report of Accident/Injury (ERA) Form

The Board will undertake to periodically issue a reminder to administrators about the importance of these materials.

29.5.0. OCCUPATIONAL HEALTH & SAFETY

The Board shall, in compliance with the Occupational Health and Safety Act, as this applies to Occasional Teachers, respond promptly to Occasional Teachers' complaints re: safety of the working environment.

29.6.0. The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations, including changes resulting from Bill 168 (2009), as amended from time to time.

30.0.0. CONTINUING EDUCATION OCCASIONAL TEACHERS

30.1.0. Except as set out in 30.1.1., only the terms and conditions of employment, in 30.0.0., apply to Continuing Education Occasional Teachers.

30.1.1. The following apply to Continuing Education Occasional Teachers:

- 1.0.0. and 1.1.0
- 2.0.0. to 2.2.0.
- 3.0.0. to 3.2.2.
- 4.0.0. to 4.1.1.
- 5.1.0. to 5.2.0
- 6.0.0. and 6.1.0.
- 7.0.0. to 7.4.0.
- 8.0.0. and 8.1.0.
- 10.0.0.

30.2.0. Salary

30.2.1. The hourly rate of pay for a Continuing Education Occasional Teacher shall be inclusive of holiday and vacation pay.

Effective Date	Hourly Rate
September 1, 2022	56.98
September 1, 2019	58.69
September 1, 2020	60.30
September 1, 2021	61.81

Note: The above hourly rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2022	3.0%
September 1, 2023	3.0%
September 1, 2024	2.75%
September 1, 2025	2.5%

30.2.2. The hourly rate of pay, set out in 30.2.1., shall be payment for the normal duties of a Continuing Education Occasional Teacher and shall be paid for classroom hours only.

LETTER OF UNDERSTANDING
RE: Letters of Concern and/or Discipline

The parties agree that:

- (i) The process of performance appraisal is sometimes separate and distinct from letters of concern and/or discipline.
- (ii) A letter of concern and/or discipline must be forwarded to an Occasional Teacher within the time lines stipulated in Article 16.3.0.

LETTER OF UNDERSTANDING
RE: Member Services Training and Professional Development

The parties agree that the Board shall provide \$40 000 each school year to the Bargaining Unit (OTBU) in order to provide Member Services Training and Professional Development. The OTBU shall upon request provide an accounting each year of the fund's expenditure.

LETTER OF INTENT
RE: Data Collection and Staffing

The Board will gather, on an on-going basis, data concerning unfilled vacancies, Occasional Teacher utilization and emergency appointments. This data will be shared with the Secondary Occasional Teachers' Consultation Committee. If the Secondary Occasional Teacher Consultation Committee does not meet in any given month, upon request, the data will be shared with the President of the Bargaining Unit in a timely fashion.

LETTER OF UNDERSTANDING
RE: Hiring

The board agrees to consult with the Bargaining Unit over the establishment of hiring policies for Long Term Occasional and permanent positions.

LETTER OF UNDERSTANDING
RE: Catastrophic/Crisis Management Response

For catastrophic events requiring a crisis management response, including but not limited to, those declared by government authorities or the Board, the Board shall consult the Bargaining Unit regarding the impact on Employees. Where practicable, the Board shall provide the Bargaining Unit with procedures and policies for review.

LETTER OF UNDERSTANDING
RE: Long Term Occasional Teacher Workload

Long Term Occasional Teachers will be assigned the same workload and be subject to equivalent working conditions to the permanent teacher they're replacing for the duration of the LTO assignment.

LETTER OF UNDERSTANDING
RE: Investigations for Short-Term Occasional Teachers

In a case of a Short-Term Occasional Teacher who has been system-blocked from receiving job assignments due to an investigation, the member shall be entitled to pay as follows:

- i) all pre-booked assignments for the first two weeks of the block;
- ii) starting on day eleven (11), the member shall be paid based on their average number of days worked per week over the previous year.

For further clarity, the pay structure as outlined above will only commence on the day after an investigation by Toronto Police Services (TPS) and/or the Children's Aid Society(CAS) has concluded, where applicable.

LETTER OF UNDERSTANDING
RE: Attendance Management

Prior to the implementation of an Attendance Management policy, the Employer shall provide an opportunity to the Bargaining Unit to comment on such policy.

SUPPLEMENTARY INFORMATION
Secondary Teachers Bargaining Unit Pay Grid
(This information is not part of the Collective Agreement)

Effective September 1, 2022				
Step	Group 1	Group 2	Group 3	Group 4
0	53415	55898	60459	64745
1	56237	58862	64521	68257
2	59507	62281	68814	72436
3	62776	65708	73097	76627
4	66501	69566	77621	81492
5	70218	73460	82132	86355
6	73940	77330	86652	91213
7	77673	81190	91166	96087
8	81395	85066	95680	100943
9	85112	88936	100200	105809
10	88834	92801	104720	110674

Effective September 1, 2023				
Step	Group 1	Group 2	Group 3	Group 4
0	55017	57575	62273	66687
1	57924	60628	66457	70305
2	61292	64149	70879	74609
3	64660	67679	75290	78926
4	68496	71653	79949	83936
5	72325	75663	84596	88946
6	76158	79650	89251	93949
7	80004	83625	93901	98969
8	83837	87618	98550	103971
9	87665	91604	103206	108983
10	91499	95585	107862	113994

Effective September 1, 2024				
Step	Group 1	Group 2	Group 3	Group 4
0	56530	59158	63985	68521
1	59517	62296	68284	72238
2	62978	65914	72828	76661
3	66438	69540	77360	81096
4	70380	73624	82148	86245
5	74314	77744	86923	91392
6	78252	81841	91706	96533
7	82204	85925	96484	101691
8	86142	90027	101260	106831
9	90076	94124	106045	111980
10	94016	98214	110828	117129

Effective September 1, 2025				
Step	Group 1	Group 2	Group 3	Group 4
0	57943	60637	65585	70234
1	61005	63853	69992	74044
2	64552	67561	74649	78577
3	68099	71279	79294	83124
4	72139	75464	84202	88401
5	76172	79688	89096	93677
6	80208	83887	93998	98946
7	84259	88073	98896	104233
8	88296	92278	103792	109501
9	92328	96477	108696	114780
10	96366	100669	113599	120057

Note: The above salaries include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2022	3.0%
September 1, 2023	3.0%
September 1, 2024	2.75%
September 1, 2025	2.5%

Additional Information
Secondary Occasional Teachers
Correct at time of Publication
OSSTF, OTBU Information

<ul style="list-style-type: none"> • Helpful information (links to Handbook, Benefits information, TDSB website, Policies & Protocols, etc.) available on the OTBU website • Job Postings can be found on the external site www.tdsb.on.ca in the “About Us Section” and “Recruitment Opportunities”. • Job Postings can also be found on the Boards Intranet site http://tdsbweb/, in the “Employee Services” section called “Job Postings” • SmartFind <ul style="list-style-type: none"> • https://secure.tdsb.on.ca/sfe • 416-338-4747, option 2 • Payroll Reception Desk <ul style="list-style-type: none"> ○ Phone → 416-395-9642 ○ Fax → 419-395-8300 or 416-395-4938 • Police Offense Declaration Form completed annually between March and June <ul style="list-style-type: none"> ○ www.tdsb.on.ca/forms/od 	<ul style="list-style-type: none"> • Enterprise Helpdesk contact information: • By E-mail <ul style="list-style-type: none"> • enterprise.helpdesk@tdsb.on.ca • By Phone <ul style="list-style-type: none"> ○ 395-HELP (4357) Option 5 ○ Have your TDSB Employee Number available. ○ Have your Remedy Ticket Number available if you are calling about an existing ticket. ○ If you are leaving a message, please spell your name; provide the phone number and the most convenient times for a call back. • By Fax <ul style="list-style-type: none"> ○ (416) 394-4721 • Government Information <ul style="list-style-type: none"> ○ Lost SIN card, Employment Insurance, Health Card, Passports, etc. <p>http://www.servicecanada.gc.ca/</p>
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Contact OTBU

Correct at time of Publication



Office telephone number: 416 423-3600



Office e-mail address: otbu.office@d12.osstf.ca

<http://www.otbud12.com>