

COLLECTIVE AGREEMENT

Between

**DISTRICT SCHOOL BOARD ONTARIO NORTH EAST
(hereinafter referred to as “The Employer”)**

AND

**DISTRICT 1, ONTARIO NORTH EAST, OF THE
ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION**

**REPRESENTING – SECONDARY SCHOOL OCCASIONAL TEACHERS
(hereinafter referred to as “The Occasional Teachers”)**

CONSISTING OF

PART A – TERMS NEGOTIATED CENTRALLY (C)

AND

PART B – TERMS NEGOTIATED LOCALLY (L)

for the period

September 1, 2022 – August 31, 2026

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of 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) as of September 1, 2022</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 STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third-party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training 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 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

☐ 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>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: <i>Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <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')**

AND

The Crown

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: Hybrid Instruction

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: Learning and Services Continuity and Sick Leave Usage Task Force

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

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

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

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

PART B – TERMS NEGOTIATED LOCALLY

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ARTICLE 1 - DEFINITIONS

- 1.01 BARGAINING UNIT shall be defined as Occasional Teachers' Bargaining Unit, District 1 Ontario North East of the Ontario Secondary School Teachers' Federation.
- 1.02 DAY shall be defined as school day unless otherwise indicated.
- 1.03 BOARD or EMPLOYER shall be defined as District School Board Ontario North East.
- 1.04 GRIEVANCE shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable.
- 1.05 OSSTF shall be defined as the Ontario Secondary School Teachers' Federation.
- 1.06 PARTY shall be defined as either the Bargaining Unit or the Employer.
- 1.07 PERIOD shall be defined as the block of time or time allocation required by the Ministry of Education for one credit.
- 1.08 LONG TERM OCCASIONAL TEACHER shall mean a teacher who is employed as a substitute teacher for a period of more than ten (10) consecutive teaching days.
- 1.09 Occasional Teachers shall mean an Occasional teacher as defined in The Education Act (Section 1.1) and meeting the definition of "A teacher" as defined in The Teaching Profession Act (Section 1).
- 1.10 TEACHER shall mean a member of the OSSTF District 1 Teachers' Bargaining Unit hired by District School Board Ontario North East.

ARTICLE 2 - PURPOSE AND EFFECTIVE PERIOD

- 2.01 It is the intent and purpose of the Parties to this Agreement:
 - (1) to maintain the existing harmonious relationships between the Employer and the Bargaining Unit;
 - (2) to provide for the prompt and fair disposition of grievances; and
 - (3) to recognize the mutual value of joint discussions in all matters referred to in this collective agreement.
- 2.02 This Agreement shall be in effect from September 1, 2022 and shall continue to be 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 the Ontario Labour Relations Act.
- 2.03 Notwithstanding the period of notice cited in 2.02, either party may notify the other, in writing within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

ARTICLE 3 - RECOGNITION AND SCOPE

- 3.01 The Employer recognizes the Ontario Secondary School Teachers' Federation as the bargaining agent for all Occasional Teachers employed by the Employer in its secondary schools save and except those also employed as probationary, permanent or continuing education Teachers pursuant to the Education Act.
- 3.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of OSSTF.
- 3.03 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor, or duly authorized representative to assist, advise, or represent in all matters pertaining to the negotiation and administration of this Agreement.
- 3.04 The Bargaining Unit recognizes the right of the Employer to consult with their professional management and to obtain other such additional outside assistance as the Employer considers appropriate.
- 3.05 The Employer further recognizes the right of OSSTF to represent an Occasional Teacher at any meeting when formal discipline is being administered or at a meeting where there is a reasonable possibility of disciplinary action being taken.

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES

- 4.01 **No Discrimination**
Every teacher has a right to equal treatment with respect to employment and promotion without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, gender, age, sexual orientation, marital status, family status, or disability.
- 4.02 **Statutory Responsibilities**
The Employer and the Bargaining Unit agree to abide by the Education Act, the Employment Standard Act, the Ontario Human Rights Code, the Occupational Health and Safety Act, and any other prevailing statutes governing education and employment in Ontario, and all regulations thereunder.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The right to manage and conduct the business of the Employer in a fair and reasonable manner is vested exclusively with the Employer and its administration.

ARTICLE 6 - GENERAL

- 6.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Director of Education or designate and the Bargaining Unit President or designate.
- 6.02 The ratified Collective Agreement shall be posted on the Board website within two weeks of being proofed by the Bargaining Unit. New Members shall be advised as to where to access the agreement.

ARTICLE 7 - GRIEVANCE / ARBITRATION PROCEDURES

7.01 An Occasional Teacher shall have the right to have present a representative from OSSTF to assist the member at any stage of this grievance and arbitration procedure.

7.02 **Informal Stage**

An Occasional Teacher, with the concurrence of the Bargaining Unit, may initiate a complaint with the immediate supervisor (the Principal in the case of all Teachers) who shall answer the complaint in writing within five (5) days after receipt of the complaint.

7.03 **Grievance Procedure**

In the case of a grievance by the Bargaining Unit, the following steps shall be taken in sequence where informal attempts to resolve the matter have failed.

Step 1

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, the Bargaining Unit shall initiate a written grievance within twenty (20) days to the Superintendent of Education with Human Resources responsibilities or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

7.04 The grievance shall contain:

- 7.04.1 a description of how the alleged dispute is in violation of the agreement; and
- 7.04.2 the clauses in the agreement alleged to be violated; and
- 7.04.3 the relief sought; and
- 7.04.4 the signature of the duly authorized official of the Bargaining Unit.

7.05 **Step 2**

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, it shall then apply for arbitration within twenty (20) days of the receipt of the reply.

7.06 **Grievance Mediation**

- (1) At any stage in the grievance procedure, the Parties, by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- (2) The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure.
- (3) Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated the timelines in the grievance procedure shall continue from the point at which they were frozen.

7.07 **Arbitration**

7.07.1 **Notification**

The Party desiring arbitration shall notify the other Party in writing of its desire to submit the difference or allegation to arbitration.

7.07.2 **Single Arbitrator Default**

The grievance shall be submitted to a mutually agreed upon single Arbitrator. Should the Parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour upon the request of either Party.

7.07.3 **Board of Arbitration Selection**

Either Party may desire a Board of Arbitration to hear the grievance. Such desire shall be communicated to the other Party upon written request. The written request shall contain the name of the first Party's appointee to a Board of Arbitration.

The recipient of the notice shall, within ten (10) days, inform the other Party of the name of its appointee to the Board of Arbitration.

Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

If the two appointees fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour upon the request of either Party.

7.07.4 The single Arbitrator or Board of Arbitration shall have the powers specified in section 48 of the *Labour Relations Act, 1995*.

7.08 **Powers of the Board of Arbitration**

An Arbitrator or Arbitration Board shall have the power to amend the grievance, relieve against timelines, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision the Arbitrator or Arbitration Board considers just an equitable in the circumstances.

7.09 Notwithstanding 7.08 the Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with any Act or Regulation thereunder or the provisions of this Agreement, or to alter, modify, or amend any part of this Agreement.

7.10 There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this Agreement.

7.11 Should the investigation or processing or hearing of a grievance require that the grievor(s) or Bargaining Unit representative(s) or witnesses be released from his/her regular duties, he/she shall be released without reduction in salary, allowances, benefits, increment, experience, or cumulative sick leave credits.

7.12 Time restrictions may be extended if mutually agreed in writing. Failure of one Party to comply with the time limits or any agreed upon extension of one Party to comply with the agreed upon extension shall result in the grievance proceeding to the next step.

7.13 **Cost of Arbitration**

The Parties shall share the fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, equally.

7.14 Grievances initiated and being processed under previous collective agreements between the Parties shall be dealt with under the grievance and arbitration procedure set out in the agreement under which the grievance was initiated.

7.15 The time limits stipulated in 7.02 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such a grievance may be initiated at any time prior to September 1 following the current school year.

7.16 No person may be appointed as an Arbitrator or member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

7.17 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

ARTICLE 8 - SALARY

8.01 **Occasional Teacher Daily Rate**

Effective September 1, 2022 the Board shall pay rates of remuneration in accordance with the following:

- (1) A teacher, employed as an Occasional Teacher, qualified to teach in the secondary schools in Ontario according to the Ontario Statutes, shall be paid the minimum salary of Category 1, Year 0, of the District School Board Ontario North East Secondary Teachers' grid (Appendix A) in effect divided by 1000 times 1.568 for a period to time of 75 minutes \pm 5 minutes.

Example

Period 75 minutes + 5 minutes

$$\frac{49,546.17}{1,000} \times 1.568 = \$77.69 \text{ per period (includes statutory holiday pay)}$$

- (2) A teacher, employed as an Occasional Teacher, not qualified to teach in the secondary schools in Ontario according to the Ontario Statutes, shall be paid 75% of the rate as established in Article 8.01 (1) (includes statutory holiday pay).

Example

$$\$77.69 \times 75\% = \$58.27 \text{ (includes statutory holiday pay)}$$

- (3) A scheduled period of instruction less than 75 minutes shall be prorated.

Example

60 minute period

$$\frac{60}{75} \times \$77.69 = \$62.15 \text{ (includes statutory holiday pay)}$$

8.02 **Occasional Teacher Hourly Rate**

Hourly rates shall apply to all teaching assignments that are ordinarily paid by the hour such as: Home Instruction, Curriculum Writing Teams, etc.

- (1) A teacher, employed as an Occasional Teacher on an hourly basis qualified to teach in a secondary school in Ontario according to the Ontario Statutes shall be paid an hourly rate of 1/1000 of the minimum salary of Category 1, Year 0, of the District School Board Ontario North East Secondary Teachers' grid (Appendix A) plus vacation pay as per the Employment Standards Act (includes statutory holiday pay).
- (2) A teacher, employed as an Occasional Teacher on an hourly basis not qualified to teach in a secondary school in Ontario according to the Ontario Statutes shall be paid for each hour of employment at the rate of 75% of the rate established in Article 8.02 (1), plus vacation pay as per the Employment Standards Act (includes statutory holiday pay).

8.03 **Long Term Occasional Teacher Rate**

Occasional Teachers shall be placed on the Secondary Teachers' salary grid in accordance with the recognized teaching experience and category placement effective upon completion of the tenth (10th) consecutive day of teaching retroactive to the first day that the assignment began. The Teacher shall continue to be paid at this rate until the expiration of the assignment. This rate of pay is deemed to include any vacation pay entitlement. It is understood that any Professional Activity day or inclement weather day occurring in the ten (10) day consecutive period will be counted as a day towards the ten (10) days and will not impact the consecutive days of service.

8.04 **Credit for Elementary and Secondary Teaching Experience**

Credit shall be given for all full-time and part-time OCT qualified teaching experience in elementary and secondary schools in Canada.

Effective September 1, 2024, OCT qualified daily occasional teaching experience under District School Board Ontario North East schools shall be recognized such that twenty (20) days of accumulated experience shall be equal to 0.1 year of credit up to a maximum of 0.5 of a year of credit.

- 8.05 Experience on contract less than a complete year shall be prorated as a decimal of a year, correct to one decimal place, computed as: Number of school days of experience divided by number of school days in school year, accumulated at the end of each school year.
- 8.06 When accumulated experience equals or exceeds 0.6, placement on the salary schedule shall be at the next year of experience the following September.
- 8.07 When accumulated experience is less than 0.6, placement on the salary schedule shall be at the grid position for the full number of years of experience plus the decimal equivalent of experience times the grid interval. For example, 4.2 years shall be grid salary for 4 years plus 0.2 x (grid interval between 4 years and 5 years in the appropriate category).
- 8.08 Part-time teaching experience will be prorated as a decimal of full-time teaching.

- 8.09 When in the judgement of the Director or designate, other teaching experience as deemed valid equivalent of teaching experience in Secondary and/or Elementary schools in Ontario, the allowance shall be set in accordance with the grids set forth in Appendix A, and the Bargaining Unit President shall be notified.
- 8.10 **Related Industrial or Trade Experience**
Related Industrial or Trade Experience above the requirements for entrance to an Ontario Faculty of Education shall be paid as per grid to a maximum of seven (7) years. Six (6) months or more experience will count as a full year with the seven (7) year maximum without retroactivity of payment.
- 8.11 **Documentation**
The onus shall be on a newly hired Occasional Teacher to produce verification of the types of experience set forth in sections 8.10, and 8.11, as well as a category rating statement (from OSSTF or Qualifications Evaluation Council of Ontario (QECO)) and a record of accumulated teaching experience. Retroactive pay shall be limited to four (4) months prior to the date the documentation was submitted, within a school year.
- 8.12 At the point of hiring, the Employer shall inform each newly hired Occasional Teacher of the necessity of producing the verification set forth in 8.12.
- 8.13 **Grid Placement**
The annual increment structure is set out in Appendix A. The effective date for all increment changes shall be the first day of the school year calendar.
- 8.14 **Professional Activity Days**
The Occasional Teacher who is on a long term contract will be entitled to his/her salary for Professional Activity Days and Examination Days which occur during the term of the contract.
- 8.15 After three (3) months in a long term occasional teaching assignment, an Occasional Teacher shall be paid in accordance with Article 10.01, Method of Payment, of the OSSTF District 1 Teachers' Bargaining Unit Collective Agreement.
- 8.16 A short-term Occasional Teacher may attend a Professional Activity Day or any other in-service program on a voluntary basis without pay and with the approval of the Principal providing space is available.
- 8.17 For the purpose of reporting hours worked for Employment Insurance, the Employer shall record each full work day as 8 hours worked.

ARTICLE 9 - METHOD OF PAYMENT

- 9.01 Occasional Teachers shall be paid every two weeks. The deposit advice will indicate among other statutory requirements the amount being paid for wages and the amount being paid for vacation pay entitlement. All Long Term Occasional Teachers in a posted LTO position, shall be paid in accordance with Article 10.01 of the OSSTF District 1 Teacher Bargaining Unit Collective Agreement.

ARTICLE 10 - EMPLOYEE BENEFITS

10.01 A full time Long Term Occasional Teacher who has a teaching assignment that exceeds sixty (60) teaching days shall receive \$5.49 per day in lieu of Vision Care, Dental and Extended Health. Part-time teachers shall have this amount prorated in accordance with their FTE. It is understood payment will begin on the 61st day of the teaching assignment.

10.02 Pregnancy Leave Benefits

- a) The Board shall provide for Long-Term Occasional Teachers 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 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 their 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 assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The Teacher must provide the Board with proof that they have applied for and are 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 Board 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 a Teacher begins pregnancy leave while on an approved leave from the Board, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period of not to exceed eight (8) weeks immediately

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

ARTICLE 11 - CALLING IN PROCEDURES

11.01 An Occasional Teacher may be a member of more than one Teachers' bargaining unit.

11.02 Call-in Procedures

Occasional Teachers will be called for assignments according to the following criteria:

- a) FIRST: The Occasional Teacher who has an Ontario Teacher's Certificate with specific qualifications in areas required and is a member in good standing of the College of Teachers;
- b) SECOND: The Occasional Teacher who has an Ontario Teacher's Certificate and is a member in good standing of the College of Teachers;

Notwithstanding b), a person who holds journeyman qualifications in one of the related technological areas, may be hired for an occasional position in the area in which the person holds the journeyman qualifications.

- c) THIRD: The Occasional Teacher who is not qualified and/or is not a member in good standing of the College of Teachers.

11.03 In order to improve daily instruction as provided by an Occasional Teacher, the Board will request its regular teachers, through the principal, to provide the following information for the Occasional Teacher:

- a) Current class list for each class assigned;
- b) Current seating plan for each class assigned;
- c) Details of the work assignment for each class;
- d) Details of any special events planned for that school day.
- e) Safety plans;
- f) Lock down procedures;
- g) Relevant log-in information; and
- h) Keys

ARTICLE 12 - CANCELLATION

12.01 An Occasional Teacher shall be entitled to one-half day's pay in the event the Occasional Teacher's services are not required on a day that the Occasional Teacher was instructed to report if no cancellation of the assignment was made prior to nine o'clock p.m. (9:00 p.m.) the preceding day. It is understood that this clause shall not apply in instances of bus cancellation or school closure.

ARTICLE 13 - REQUEST FOR LEAVE

- 13.01 A Long Term Occasional Teacher may apply to the Superintendent with Human Resources responsibilities for Leave without pay. Granting of such Leave, as well as terms and conditions of such leave are at the discretion of the Superintendent with Human Resources responsibilities.
- 13.02 A Long Term Occasional Teacher may apply to the appropriate Regional Superintendent for Leave with pay to attend a funeral or to attend a person suffering a serious illness. Granting of such leave, as well as the terms and conditions of such leave are at the discretion of the appropriate Regional Superintendent.

ARTICLE 14 - WORKING CONDITIONS

- 14.01 The timetable for an Occasional Teacher(s) shall be the same as the timetable of the teacher(s) who is being replaced, but may be altered by mutual consent of the Principal and the Occasional Teacher.
- 14.02 Occasional Teachers (short term) shall assume the supervisory duties of the teacher(s) they are replacing.
- 14.03 Occasional Teachers (short term) shall not be assigned any supervisory duties on Days that they are assigned four (4) periods.
- 14.04 Except when mutually agreeable, no Occasional Teacher (short term) shall be assigned any Physical Education, Technological Studies, Family Studies, or Science courses with the expectation of delivering practical instruction.

ARTICLE 15 - PERSONNEL FILES – ACCESS TO INFORMATION

- 15.01 An Occasional Teacher shall have access to their personnel file maintained by the Superintendent of Education with Human Resources responsibilities or designate at the Board Office.
- 15.02 Upon prior written request to Human Resources, an employee will be provided with a copy of their personnel file. The file will be copied and the employee will pick up the file at the Board Office (Schumacher or New Liskeard), with a signature upon pickup.
- 15.03 Where an Occasional Teacher disputes the accuracy or completeness of any such information, other than the evaluation report, the Occasional Teacher shall do so in writing.
 - 15.03.1 The request of the Occasional Teacher to remove or edit the information in their personnel file will be added to their file.
- 15.04 This information shall be added to the Occasional Teacher's file.
- 15.05 Upon written request of the Teacher to the Superintendent of Education with Human Resources responsibilities, documents contained in the Teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.

- 15.06 Notwithstanding 15.05, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in a Teacher's file.
- 15.07 Upon written request semi-annually to the Superintendent of Education with Human Resources responsibilities or designate, the president of the Bargaining Unit or designate shall have access to the file containing a list of Occasional Teachers, showing their names, addresses, and membership in the College of Teachers.

ARTICLE 16 - EVALUATIONS

- 16.01 "Evaluation" under this section shall mean an assessment of an Occasional Teacher's work by a Supervisory Officer of the Employer, or the Principal or Vice-Principal who is a member of the College of Teachers for the purpose of determining the quality of job performance.
- 16.02 Any criteria established by the Employer for evaluation of Occasional Teachers or modifications to existing procedures shall be developed in consultation with the Bargaining Unit.
- 16.03 An Occasional Teacher, who has successfully completed their probationary period, shall not be disciplined or discharged without just cause and such cause shall be communicated in writing.
- 16.04 A Teacher Performance Appraisal will not occur during the last two (2) weeks of a semester, except where required by a mandatory timeline or at the mutual agreement of the parties.
- 16.05 An Occasional Teacher shall be provided a minimum of forty-eight (48) hours' notice before a classroom observation. In the event of a cancellation of the observation, the observation may occur as soon as the next instructional day.
- 16.06 When an Occasional Teacher receives an Unsatisfactory Teacher Performance Appraisal, the Board shall advise the Bargaining Unit President of that fact and the date, time and location of the post-observation meeting, so as to allow the Bargaining Unit President to offer the Teacher assistance.
- 16.07 When an Occasional Teacher receives an Unsatisfactory Teacher Performance Appraisal, the Board, with the written permission of the Teacher, will forward a copy of the report to the Bargaining Unit President.

ARTICLE 17 - JOB VACANCIES

- 17.01 The Employer shall provide bulletin boards for the use of the Federation at appropriate locations upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Federation and the Teachers.
- 17.02 A job posting for a long term occasional position shall be required for any period of ten (10) days or more.

- 17.03 All such positions shall be advertised at the designated area in each school and campus of the Employer. External advertising may run concurrently with internal advertising.
- 17.04 The Bargaining Unit President or designate shall be notified of all postings, appointments, hirings, and terminations of employment.
- 17.05 Teams assembled for the purpose of interviewing candidates for positions in OSSTF Bargaining Units shall not include OSSTF members.

ARTICLE 18 - DUES

- 18.01 OSSTF shall indemnify and hold the Employer harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OSSTF.
- 18.02 On each pay date on which an Occasional Teacher is paid, the Employer shall deduct from each Teacher, the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 18.03 The OSSTF dues deducted in 18.02 shall be remitted to the Treasurer of OSSTF at 49 Mobile Drive, Toronto, Ontario, M4A 1H5, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance Numbers, salary for the period, and the amounts deducted.

ARTICLE 19 - HEALTH AND SAFETY

- 19.01 The Board and OSSTF recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.
- 19.02 The Employer agrees to develop explicit policies and procedures to deal with violence. The policy shall address the prevention of violence, the management of violent situations, and support the Occasional Teacher who has faced violence.

ARTICLE 20 - PROBATIONARY PERIOD

- 20.01 There shall be a probationary period of forty-five (45) days worked. During this probationary period, the Board may terminate the assignment for reasons satisfactory to the Board.

ARTICLE 21 - STRIKES AND LOCKOUTS

- 21.01 There shall be no strike or lock-out during the term of this Agreement. The terms "strike and lock-out" shall be as defined in the Ontario Labour Relations Act.

- 21.02 No change can be made to this Agreement without the mutual written consent of the Parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the Parties, as determined by their respective bargaining procedures.

ARTICLE 22 - MEDICAL PROCEDURE

- 22.01 No Occasional Teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk of injury or liability for negligence.

ARTICLE 23 - LEAVES

23.01 Bereavement Leave

Bereavement leave of up to three (3) days shall be granted without loss of pay or deduction from sick leave to a Long Term Occasional Teacher in the event of the death of a spouse, common-law partner, parent, step-parent, child, step-child, legal guardian, sibling, mother-in-law, father-in-law, or grandparent and as outlined by Ontario Human Rights.

23.02 Court Appearances

A Long Term Occasional Teacher who is absent by reason of a summons to serve as a juror or a witness in any court to which the Occasional Teacher has been summoned in any proceedings to which the Long Term Occasional Teacher is not a party to or one of the persons charged, shall be paid the applicable earnings under 8.03 until the end of the assignment, provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of traveling allowances and living expenses, received as a juror.

23.03 Examination Leave or Indigenous Leave

A teacher in a posted long-term occasional position shall be granted a leave of 0.5 of a day per school year without loss of salary or benefits for the purpose of writing an examination related to the teacher's employment, or 0.5 of a day per school year for the purpose of voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work.

23.04 Birth/Adoption of a Child Leave

A teacher in a posted long-term occasional position shall be granted a leave of 1 day without loss of salary or benefits upon the birth/adoption of the employee's child.

ARTICLE 24 - EMPLOYMENT

- 24.01 To be eligible for inclusion on the Qualified Occasional Teacher list, an Occasional Teacher must be a member in good standing of the Ontario College of Teachers.

- 24.02 An Occasional Teacher's name shall remain on the Occasional Teacher list unless they are terminated, resign, or are no longer available for assignment. If a teacher has not worked as an occasional employee of the Board for ninety (90) days, the Occasional Teacher will be removed from the list and the Bargaining Unit President is notified. This can be precluded by arranging a leave of absence with the Superintendent of Human Resources. Such leave shall not be denied without cause.
- 24.03 The Employer agrees to notify the Bargaining Unit President in writing of each hiring and termination of an Occasional Teacher.
- 24.04 The Employer agrees to provide the Bargaining Unit President, upon request, but no more than three (3) times a year, with a list showing the name, address and phone number of each Occasional Teacher in the Bargaining Unit.
- 24.05 Occasional Teachers shall notify the Employer, in writing, of any changes of address and/or telephone number required by the Employer to contact the Occasional Teacher regarding teaching assignments.

ARTICLE 25 - TERMINATION OF EMPLOYMENT

- 25.01 Nothing herein prevents an Occasional Teacher and the Employer from mutually agreeing to the Occasional Teacher's resignation at any time.

ARTICLE 26 - INDEPENDENT MEDICAL EXAMINATION

- 26.01 Should an independent medical examination (IME) be required, the Occasional Teacher shall receive a copy of the IME report upon the request of the teacher.

ARTICLE 27 - INVESTIGATION NOTICE

- 27.01 When an investigation is initiated, the Superintendent of Education with Human Resources responsibilities or their designate will inform the Occasional Teacher of the investigation and any impact on their employment status.

Prior to the imposition of any such actions, there shall be a meeting held between the Occasional Teacher and a Board representative to discuss the matter. The Union shall be made aware of such meeting. The Occasional Teacher shall have the right to have a representative of the Union present and shall be informed of the purpose of the meeting.

If, after two (2) weeks from the date the teacher was removed from the replacement call out system, the investigation has not been completed and it can be demonstrated that it is 'by fault of the Board', the teacher will be paid a weekly amount equal to their average weekly earnings as an Occasional Teacher for the current school year. This payment will commence two weeks after the employee's employment status was changed and will cease upon completion of the investigation. If it can be demonstrated that the delay was caused by another agency/organization, the employee will not receive any remuneration.

SIGNATURE PAGE

New Liskeard

Dated in Timmins, Ontario, this 24 day of October 2024.

SIGNED ON BEHALF OF:

District 1, Ontario North East,
Of the Ontario Secondary School Teachers'
Federation
Representing Secondary School
Occasional Teachers

R. MacIsaac CN

District School Board Ontario North East

Lisluigh McDye

[Signature]

A. McLean

APPENDIX A – SALARY GRIDS

The minimum salary for each category and the increments for years of teaching experience, shall be set out in the following salary grids:

Effective August 29, 2022

3% Increase - salary only no allowances yet

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	54,272.89	2,087.4187	56,249.04	2,163.4248	61,149.41	2,351.9004	64,466.02	2,479.4625
1	57,328.94	2,204.9594	59,562.52	2,290.8661	65,097.01	2,503.7313	68,689.88	2,641.9186
2	60,386.57	2,322.5605	62,872.86	2,418.1868	69,043.05	2,655.5019	72,920.02	2,804.6161
3	63,439.49	2,439.9804	66,186.33	2,545.6282	72,998.50	2,807.6346	77,143.88	2,967.0722
4	66,492.41	2,557.4004	69,496.67	2,672.9488	76,952.38	2,959.7071	81,367.74	3,129.5283
5	69,556.32	2,675.2429	72,807.01	2,800.2695	80,898.42	3,111.4776	85,599.44	3,292.2862
6	72,606.09	2,792.5421	76,114.20	2,927.4694	84,855.44	3,263.6708	89,823.30	3,454.7423
7	75,666.86	2,910.2639	79,432.39	3,055.0919	88,806.18	3,415.6224	94,051.87	3,617.3795
8	78,721.35	3,027.7442	82,738.02	3,182.2314	92,753.79	3,567.4534	98,277.29	3,779.8959
9	81,774.27	3,145.1642	86,048.35	3,309.5521	96,710.81	3,719.6465	102,501.15	3,942.3520
10	84,828.76	3,262.6445	89,364.97	3,437.1142	100,658.41	3,871.4775	106,728.15	4,104.9288
11	89,036.92	3,424.4968	92,741.23	3,566.9704	104,607.59	4,023.3688	110,956.72	4,267.5660

Major Head	4,520.00	173.8462
Minor Head	2,260.00	86.9231
District SERT	8,300.07	319.2334
Master's Degree	1,471.56	56.5984

Teaching by Correspondence	
20 lessons at Gr 10	12.25
20 lessons at Gr's 11, 12	17.15
Mid-term/Final Exams	31.85

Hourly Rate

Summer School / Independent Study / Night School / Con Ed	56.25	(1/1000 of Cat 2, Step 0)
Admin Transfers 15.07.5	2,000	76.9231

\$1,000 per semester from a school in one municipality to a school in another municipality within an entity. RMSS-TH&VS not entitled.

Occasional Agreement Rates

	Daily Rate	Period Rate	
Qualified Occasional	340.40	85.10	Cat 1, Yr 0 over 1,000 x 1.568 = per period amount of 75 minutes (+ or - 5 min's)
Unqualified Occasional	255.30	63.82	75% of Qualified Rate
Hourly Rate			
Qualified Occasional	54.27	(1/1000 of Cat 1, Yr 0)	
Unqualified Occasional	40.70	(75% of Qualified hourly rate)	

at August 29, 2022

Occasional Billable Costs

	Daily Rate	+4% Vac	Total Daily Rate	+ Board Share of Ben's	Total Cost
Qualified Secondary Occasional	340.40	13.62	354.02	33.39	387.41

Effective August 28, 2023

3% Increase - salary only no allowances yet

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	55,901.07	2,150.0413	57,936.51	2,228.3275	62,983.89	2,422.4574	66,400.01	2,553.8464
1	59,048.81	2,271.1082	61,349.40	2,359.5921	67,049.92	2,578.8432	70,750.58	2,721.1761
2	62,198.17	2,392.2373	64,759.04	2,490.7324	71,114.34	2,735.1669	75,107.62	2,888.7546
3	65,342.68	2,513.1798	68,171.92	2,621.9970	75,188.46	2,891.8637	79,458.19	3,056.0844
4	68,487.18	2,634.1224	71,581.57	2,753.1373	79,260.95	3,048.4983	83,808.77	3,223.4141
5	71,643.00	2,755.5002	74,991.22	2,884.2776	83,325.37	3,204.8219	88,167.42	3,391.0548
6	74,784.28	2,876.3184	78,397.63	3,015.2935	87,401.10	3,361.5809	92,518.00	3,558.3846
7	77,936.87	2,997.5718	81,815.36	3,146.7446	91,470.37	3,518.0911	96,873.42	3,725.9009
8	81,082.99	3,118.5765	85,220.16	3,277.6984	95,536.40	3,674.4770	101,225.61	3,893.2928
9	84,227.50	3,239.5191	88,629.80	3,408.8386	99,612.13	3,831.2359	105,576.19	4,060.6226
10	87,373.62	3,360.5238	92,045.92	3,540.2276	103,678.17	3,987.6218	109,929.99	4,228.0767
11	91,708.03	3,527.2318	95,523.47	3,673.9795	107,745.82	4,144.0698	114,285.42	4,395.5930

Major Head	4,520.00	173.8462
Minor Head	2,260.00	86.9231
District SERT	8,300.07	319.2334
Master's Degree	1,471.56	56.5984

Teaching by Correspondence	
20 lessons at Gr 10	12.25
20 lessons at Gr's 11, 12	17.15
Mid-term/Final Exams	31.85

Hourly Rate

Summer School / Independent Study / Night School / Con Ed	57.94	(1/1000 of Cat 2, Step 0)
Admin Transfers 15.07.5	2,000	76.9231

\$1,000 per semester from a school in one municipality to a school in another municipality within an entity. RMSS-TH&VS not entitled.

Occasional Agreement Rates

	Daily Rate	Period Rate	
Qualified Occasional	350.61	87.65	Cat 1, Yr 0 over 1,000 x 1.568 = per period amount of 75 minutes (+ or - 5 min's)
Unqualified Occasional	262.96	65.74	75% of Qualified Rate
Hourly Rate			
Qualified Occasional	55.90	(1/1000 of Cat 1, Yr 0)	
Unqualified Occasional	41.93	(75% of Qualified hourly rate)	

at August 28, 2023

Occasional Billable Costs

	Daily Rate	+4% Vac	Total Daily Rate	+ Board Share of Ben's	Total Cost
Qualified Secondary Occasional	350.61	14.02	364.64	34.39	399.03

Effective August 28, 2024

2.75% Increase - salary only no allowances yet

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	57,438.35	2,209.1674	59,529.77	2,289.6065	64,715.95	2,489.0750	68,226.01	2,624.0771
1	60,672.66	2,333.5637	63,036.50	2,424.4809	68,893.80	2,649.7614	72,696.22	2,796.0085
2	63,908.62	2,458.0238	66,539.92	2,559.2275	73,069.98	2,810.3840	77,173.08	2,968.1954
3	67,139.60	2,582.2923	70,046.65	2,694.1019	77,256.14	2,971.3899	81,643.29	3,140.1267
4	70,370.58	2,706.5607	73,550.06	2,828.8486	81,440.63	3,132.3320	86,113.51	3,312.0580
5	73,613.19	2,831.2764	77,053.48	2,963.5952	85,616.82	3,292.9545	90,592.03	3,484.3088
6	76,840.85	2,955.4171	80,553.57	3,098.2140	89,804.63	3,454.0244	95,062.24	3,656.2401
7	80,080.13	3,080.0050	84,065.28	3,233.2801	93,985.80	3,614.8386	99,537.44	3,828.3631
8	83,312.77	3,204.3374	87,563.71	3,367.8351	98,163.65	3,775.5251	104,009.32	4,000.3584
9	86,543.75	3,328.6059	91,067.12	3,502.5817	102,351.47	3,936.5949	108,479.53	4,172.2897
10	89,776.39	3,452.9382	94,577.18	3,637.5839	106,529.32	4,097.2814	112,953.07	4,344.3488
11	94,230.00	3,624.2306	98,150.36	3,775.0140	110,708.83	4,258.0317	117,428.27	4,516.4718

Major Head	4,520.00	173.8462
Minor Head	2,260.00	86.9231
District SERT	8,300.07	319.2334
Master's Degree	1,471.56	56.5984

Teaching by Correspondence	
20 lessons at Gr 10	12.25
20 lessons at Gr's 11, 12	17.15
Mid-term/Final Exams	31.85

Hourly Rate

Summer School / Independent Study / Night School / Con Ed	59.53	(1/1000 of Cat 2, Step 0)
Admin Transfers 15.07.5	2,000	76.9231

\$1,000 per semester from a school in one municipality to a school in another municipality within an entity. RMSS-TH&VS not entitled.

Occasional Agreement Rates

	Daily Rate	Period Rate	
Qualified Occasional	360.25	90.06	Cat 1, Yr 0 over 1,000 x 1.568 = per period amount of 75 minutes (+ or - 5 min's)
Unqualified Occasional	270.19	67.55	75% of Qualified Rate
	Hourly Rate		
Qualified Occasional	57.44	(1/1000 of Cat 1, Yr 0)	
Unqualified Occasional	43.08	(75% of Qualified hourly rate)	

at August 28, 2024

Occasional Billable Costs	Daily Rate	+4% Vac	Total Daily Rate	+ Board Share of Ben's	Total Cost
Qualified Secondary Occasional	360.25	14.41	374.66	35.34	410.00

Effective August 28, 2024

2.75% Increase - salary only no allowances yet

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	57,438.35	2,209.1674	59,529.77	2,289.6065	64,715.95	2,489.0750	68,226.01	2,624.0771
1	60,672.66	2,333.5637	63,036.50	2,424.4809	68,893.80	2,649.7614	72,696.22	2,796.0085
2	63,908.62	2,458.0238	66,539.92	2,559.2275	73,069.98	2,810.3840	77,173.08	2,968.1954
3	67,139.60	2,582.2923	70,046.65	2,694.1019	77,256.14	2,971.3899	81,643.29	3,140.1267
4	70,370.58	2,706.5607	73,550.06	2,828.8486	81,440.63	3,132.3320	86,113.51	3,312.0580
5	73,613.19	2,831.2764	77,053.48	2,963.5952	85,616.82	3,292.9545	90,592.03	3,484.3088
6	76,840.85	2,955.4171	80,553.57	3,098.2140	89,804.63	3,454.0244	95,062.24	3,656.2401
7	80,080.13	3,080.0050	84,065.28	3,233.2801	93,985.80	3,614.8386	99,537.44	3,828.3631
8	83,312.77	3,204.3374	87,563.71	3,367.8351	98,163.65	3,775.5251	104,009.32	4,000.3584
9	86,543.75	3,328.6059	91,067.12	3,502.5817	102,351.47	3,936.5949	108,479.53	4,172.2897
10	89,776.39	3,452.9382	94,577.18	3,637.5839	106,529.32	4,097.2814	112,953.07	4,344.3488
11	94,230.00	3,624.2306	98,150.36	3,775.0140	110,708.83	4,258.0317	117,428.27	4,516.4718

Major Head	4,520.00	173.8462
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Unqualified Occasional	270.19	67.55	75% of Qualified Rate
	Hourly Rate		
Qualified Occasional	57.44	(1/1000 of Cat 1, Yr 0)	
Unqualified Occasional	43.08	(75% of Qualified hourly rate)	

at August 28, 2024

Occasional Billable Costs

	Daily Rate	+4% Vac	Total Daily Rate	+ Board Share of Ben's	Total Cost
Qualified Secondary Occasional	360.25	14.41	374.66	35.34	410.00