



AGREEMENT

Between

THE THAMES VALLEY DISTRICT SCHOOL BOARD

and

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
DISTRICT 11**

**APPENDIX E
OCCASIONAL TEACHERS**

2022 SEPTEMBER 01

TO

2026 AUGUST 31

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PART A CENTRAL ARTICLES

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.

(See Also Local [Article L31.00](#) for Definitions)

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.

(See also Local [Article L29.00](#) for Grievance Process)

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, 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.

(See also Local [Article L8.03](#) for Workplace Safety Insurance)

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.

(See also Local [Article L10.00](#) for Pregnancy Leave Benefits)

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.

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

(See also Local [Article L8.00](#) for Sick Leave)

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 (please do not include diagnosis):

Date of Assessment:
ddmmyyyy

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 (please specify): | Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify): | Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify): | 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 (please specify): | | | | | | | | |
| 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 (please specify): | Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify): | <input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</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 (please specify): | <input type="checkbox"/> Other (please specify): |
| Left Hand | Right Hand | | | | | | | | | | |
| <input type="checkbox"/> Gripping | <input type="checkbox"/> Gripping | | | | | | | | | | |
| <input type="checkbox"/> Pinching | <input type="checkbox"/> Pinching | | | | | | | | | | |
| <input type="checkbox"/> Other (please specify): | <input type="checkbox"/> Other (please specify): | | | | | | | | | | |

| | | | | |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Bending/twisting repetitive movement of (please specify): | <input type="checkbox"/> Work at or above shoulder activity: | <input type="checkbox"/> Chemical exposure to: | Travel to Work: Ability to use public transit _____ Ability to drive car _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|

2B: COGNITIVE (please complete all that is applicable)

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: |
| Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: |

Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*)

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

3: Health Care Professional to complete.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| From the date of this assessment, the above will apply for approximately: <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: ddmmyyyy |

Is patient on an active treatment plan?: ☐ Yes ☐ No

Has a referral to another Health Care Professional been made?
☐ Yes (optional - please specify): _____ ☐ No

If a referral has been made, will you continue to be the patient's primary Health Care Provider? ☐ Yes ☐ No

4: Recommended date of next appointment to review Abilities and/or Restrictions: ddmmyyyy

| | |
|---------------------------------------------------------------------------|-------|
| 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.

(See also Central [Article C9.00](#) and [Letter of Agreement #1](#) for Sick Leave;
See also Local [Article L8.00](#) for Sick Leave)

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo, unless modified by voluntary interest arbitration award. For further clarity, if language exists, the following items are to be retained as written in 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Early Retirement Incentive Plan
2. Hiring Practices
3. Occasional Teacher PD and Training
4. Voluntary Unpaid Leaves of Absence Program
5. Professional Colleges Requirements
6. Job Security
7. Education Program Funding
8. Employee Advocacy Program Funding

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

2. Pregnancy SEB Language

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

The Parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as updated November 7, 2018 and including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Mental Health

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;

- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards that have been referred to arbitration.

The intent of the Model is to:

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

Phase 1

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

Phase 2

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

Phase 3

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

Phase 4

Two years following the implementation of the Pilot by the local school boards/teacher bargaining units,

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

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

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

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

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

Indigenous Teachers may use existing short term paid leave:

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: 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.

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 they have applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

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

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

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

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

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

- a) The top-up amount shall be paid for a maximum of four years and six months.

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

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

(See also Local [Article L10.00](#) for Pregnancy Leave Benefits, Local [Article L8.03](#) for Workers Safety Insurance, Local [Article L9.12](#) for Short-Term Paid Leaves)

PART B LOCAL ARTICLES

- BETWEEN -

The Thames Valley District School Board

- AND -

**The Ontario Secondary School Teachers' Federation
District 11 Occasional Teachers' Local**

ARTICLE L1.00 - PURPOSE

- L1.01 It is the intent of the Parties to set forth in the Agreement the entitlement of those Occasional Teachers covered by the Agreement to certain terms and conditions of employment all of which constitute the entire negotiated Agreement between the Parties.
- L1.02 It is the desire of the Parties to maintain a harmonious relationship between the Board and each Occasional Teacher covered under the Agreement.

ARTICLE L2.00 - RECOGNITION

- L2.01 The Board, being the Thames Valley District School Board (hereinafter referred to as "the Board") recognizes the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its secondary panel according to the Education Act and its Regulations (including Learning Co-ordinators), Secondary Occasional Teachers and Continuing Education Teachers.
- L2.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L2.03 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any OSSTF advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent the Teachers in all matters pertaining to the negotiation and administration of the Agreement.
- L2.04 The Board further recognizes the right of OSSTF to represent a member at the member's request at any meeting when the conduct or competence of the member is being considered. The Board or school/worksite administrator shall notify the member of their right to Union representation.
- L2.05 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- L2.06 The Union recognizes the Negotiating Team of the Board as officially authorized to negotiate on the Board's behalf.
- L2.07 The Union recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

ARTICLE L3.00 – AMENDMENT DURING LIFE OF AGREEMENT

- L3.01 Any amendment(s) to the provisions of the Agreement during the term of the Agreement shall be by the mutual consent of the Parties. The amendment(s) shall be in writing and shall be binding on both Parties effective the date specified within the amendment.

ARTICLE L4.00 - NO STRIKE OR LOCK-OUT

- L4.01 The Board agrees that there shall be no lock-out of Occasional Teachers and the Union agrees that there shall be no strike by Occasional Teachers during the life of the Agreement. Lock-out and strike shall be as defined in the *Labour Relations Act*.
- L4.02 In the event of a strike by other employees of the Board or a lock-out of other employees by the Board, the Occasional Teachers shall continue to perform their assigned professional duties to the best of their ability.

ARTICLE L5.00 - RIGHTS AND RESPONSIBILITIES

Management Rights

- L5.01 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the *Collective Agreement*. The Parties agree that the Board has the authority to manage the affairs of the Board in accordance with Ontario's legislation, regulations and Policy and Program Memoranda related to the provision of the public education in the province. The Board agrees to exercise these rights in a fair and reasonable manner, consistent with the provisions of this agreement and the laws related to employment in the province.

No Penalty for Lawful Union Activity

- L5.02 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the lawful activities of the Union, including exercising any rights under the Agreement or the prevailing statutes of Ontario.

No Discrimination

- L5.03 The Board and the Occasional Teachers agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender expression, gender identity, age, record of offences, marital status, family status or disability as those terms are defined in the *Ontario Human Rights Code*.

Evaluations

- L5.04 Only Supervisory Officers, Secondary Principals and Vice-Principals and Acting Secondary Principals shall evaluate an Occasional Teacher's competence. No member of the Union shall be required or requested to evaluate an Occasional Teacher.
- L5.05 (a) A Long-Term Occasional Teacher in an assignment of greater than twenty (20) days may request an evaluation by the applicable School Administrator (Principal or Vice-Principal or Acting Principal). Such evaluation shall be conducted in accordance with the Board's normal evaluation policy.

- (b) An Occasional Teacher will receive a copy of any written documentation about their performance and will have the opportunity to sign as having read it and is entitled to make comments if they desire. Such documentation and comments will be retained as part of the Occasional Teacher's file.

Just Cause

- L5.06 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the Agreement. The Board agrees that no Occasional Teacher shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Occasional Teachers.
- L5.07 Matters related to the discipline or termination of an Occasional Teacher shall be communicated in writing between the Parties. The Occasional Teacher shall have the right to Union representation throughout the process.

Long-Term Assignments

- L5.08 (a) A written statement shall be issued to all Occasional Teachers on a long-term assignment indicating:
- 1) beginning date;
 - 2) ending date;
 - 3) Teaching position and school for the assignment;
 - 4) grid position of the Occasional Teacher in the assignment.
- (b) The Board shall provide the Union with a list of all long-term teaching assignments on a monthly basis. The list shall include the school, start and end dates where known, name of Occasional Teachers, Qualifications Evaluations Council of Ontario (QECO) for the OT, experience granted for OT and salary of OT.
- (c) In the event of the assignment of the Long-Term Occasional Teacher is to be terminated prior to the originally scheduled termination date or prior to the return date of the Teacher being replaced, or in a situation where the Teacher is unable to return to their previous assignment and must be accommodated in another school, the Long-Term Occasional Teacher will be given five (5) teaching days' notice or five (5) days' pay in lieu of notice, unless the termination of the assignment is due to disciplinary action.
- (d) In the event that the Teacher being replaced adjusts the date(s) of the leave by requesting an earlier start date or an extension of the end date, the Occasional Teacher shall be asked to adjust the date(s) of the long-term assignment. A refusal to adjust the start or end date, as the case may be, shall not negatively impact on the Occasional Teacher's right to the originally scheduled Long-Term assignment.
- L5.09 Should a Teacher who was on a long-term leave of absence return from the leave and during the fifteen (15) day period immediately following the return resume the leave, the Long-Term Occasional Teacher who was last employed as a Long-Term Occasional Teacher for that Teacher's assignment shall be requested to resume the assignment. The above shall apply for the remainder of the school year or until the Teacher returns, whichever occurs first, provided the qualifications originally posted for the position have not changed. The Long-Term

Occasional Teacher shall have one (1) day to respond to the request. Should the response be in the affirmative in the time specified, it will be deemed that the assignment continues without a break in service for the purpose of the Agreement.

Board to Provide Insurance

- L5.10 The Board shall provide adequate insurance protection for Occasional Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Occasional Teachers covered by the Agreement.

ARTICLE L6.00 - OCCASIONAL TEACHER LIST

Occasional Teacher Complement

- L6.01 If the needs of the Board cannot be met by maintaining the present complement of Occasional Teachers, additional Occasional Teachers may be added to the list after consultation with the Local President in order to address:
- i. A demonstrated need for Occasional Teachers with specific subject area qualifications
 - ii. A demonstrated need due to the insufficient numbers of Occasional Teachers available to serve particular geographic areas
 - iii. A need based on changes and/or limitations of on-calls or demonstration of unfilled Occasional Teacher jobs

Membership on the List

- L6.02 An Occasional Teacher must meet all legal requirements to be entitled to teach in Ontario to be eligible for inclusion on the Occasional Teacher List. All certification and required documentation must be on file with the Board before a candidate's name is placed on the Occasional Teacher List.
- L6.03 The Board shall provide to the Union the use and assignments of personnel who are not on the Occasional Teacher Roster and the details for such placements.
- L6.04 Only those Occasional Teachers whose names are on the Occasional Teacher List shall be called for short-term and long-term occasional teaching assignments except in emergency circumstances as recognized in the Education Act and Regulations.

Member Information on the List

- L6.05 The List, which is distinct from the Calling List that the Board makes available to each secondary school, shall provide the following information for each Occasional Teacher: name, telephone number, address and qualifications.
- L6.06 The List shall indicate which Occasional Teachers are on Leaves of Absence or long-term occasional teaching assignments as known by the Board at the time it is published, and the expected expiry date of the said leaves or assignments.
- L6.07 An Occasional Teacher shall notify Human Resources, via the Employee Portal, of any changes of name, address and/or telephone number required by the Board to contact the Occasional Teacher. These changes will be reflected in the Membership list.

Providing Copies of the List

- L6.08 By September 30th of each school year and every month thereafter, the Board will provide the Union with the names, addresses and telephone numbers of all Occasional Teachers on the Occasional Teacher List.

Probationary Period

- L6.09 A newly hired Occasional Teacher will serve a probationary period of forty (40) days of occasional teaching.

Removal from the List

- L6.10 An Occasional Teacher's name shall be removed from the List for the following reasons:
- (a) The Occasional Teacher requests, in writing, to have his or her name removed from the List.
 - (b) The Occasional Teacher is removed in accordance with the provisions of Article [L5.06](#).
 - (c) The Occasional Teacher is no longer legally entitled to teach in Ontario.
 - (d) The Occasional Teacher has not taught five (5) days in the previous school year unless such Occasional Teacher has been granted an extended leave in accordance with the provisions of [Article L9.14](#).

This shall not apply to part-time Contract Teachers on the Occasional Teacher List or Continuing Education Teachers, teaching day school.

- (e) The Occasional Teacher has failed to provide the Board with the information required under the provisions of Articles [L6.05](#), [L6.07](#) or L6.10.
- L6.11 The Board will provide voluntary orientation sessions with Union participation for new hires to the Occasional Teacher list. These meetings will be held at mutually agreeable dates.

ARTICLE L7.00 - SALARY**Rates of Pay**

- L7.01 The Board shall pay rates of remuneration, which include vacation pay and statutory holiday pay, in accordance with the provisions of Articles L7.01 (a) and L7.01 (b).
- a) Short-Term Occasional Teacher
The Short-Term Occasional Teacher Rate for a Short-Term Occasional Teacher, certificated to teach in Secondary Schools in Ontario, shall be 1/194 of the salary of a Category I year 0 Teacher as described in the applicable grid in Article L9.00 of the Secondary Teachers' Collective Agreement on the day on which the Occasional Teacher performs the teaching duties.
 - b) Long-Term Occasional Teacher
An Occasional Teacher employed to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same Teacher shall be paid, effective the Occasional Teacher's tenth (10th) day and retroactive to the first (1st) day of the assignment, a per

diem rate which includes vacation pay and statutory holiday pay. It shall not be considered an interruption in service if on-calls are used to replace an absent Teacher. The per diem rate shall be 1/194 of the applicable salary rate.

Occasional Teachers in Long-Term Assignments will have grid placement and incremental advancement in accordance with L8.00 of the Secondary Teachers' Collective Agreement. L7.02 The decimal formula that shall be used in determining the portion of the per diem rate that will be paid to Short-Term and Long-Term Occasional Teachers shall be as follows, pro-rated for part of a line. The number of lines worked for a Short-Term Occasional Teacher includes scheduled supervision but does not include on-calls.

(a) For schools with four instructional periods each day:

| LINES | SHORT-TERM OCCASIONAL | LONG-TERM OCCASIONAL |
|-------|-----------------------|----------------------|
| 1 | 0.33 | 0.33 |
| 2 | 0.67 | 0.67 |
| 3 | 1.00 | 1.00 |
| 4 | 1.33 | NA |

(b) For W.D. Sutton School, Thames Valley Alternative Secondary Schools and other schools that implement similar timetables.

| CLASS | SHORT-TERM OCCASIONAL | LONG-TERM OCCASIONAL |
|----------------------|-----------------------|----------------------|
| 1 | 0.22 | 0.17 |
| 2 | 0.45 | 0.33 |
| 3 | 0.67 | 0.50 |
| 4 | 0.89 | 0.67 |
| 5 | 1.11 | 0.83 |
| 6 | 1.33 | 1.00 |
| Full period on-calls | 0.33 | NA |

(c) Occasional Teachers replacing Full-Time Teachers at W.D. Sutton School and Thames Valley Alternative Secondary Schools will be recorded as 1.0 for each day worked, pro-rated for assignments of less than a full day.

Pay Schedule

L7.03 Occasional Teachers will be paid for days worked on a bi-weekly basis on the dates set forth in the Employee Portal.

L7.04 (a) The Occasional Teacher's pay shall be by direct deposit to a financial institution of the Occasional Teacher's choice.

- (b) The Occasional Teacher may change the financial institution referred to in Article L7.04 (a) no more than once a year by providing the Board with notice in writing at least thirty (30) days in advance of the effective date of change.
- (c) The payment shall be deposited electronically at the financial institution of the Teacher's choice and payment information shall be maintained in the Employee Portal which can be printed by the Teacher.

Record of Employment

- L7.05 The Record of Employment Certificate for Occasional Teachers shall be issued on request after the final pay is processed in July.

For the purpose of hours worked for Employment Insurance, the employer shall record each full Workday as eight (8) hours worked.

Recognized Teaching Experience

- L7.06 The following shall apply for the purposes of determining teaching experience for the purposes of [Article L7.01 \(b\)](#):

- (a) Post-certification teaching in a publicly-supported elementary or secondary school, a board recognized privately-supported school, college, university, technical institute, professional school, trade school, or other educational organization or institution computed to the nearest one-tenth (0.1) of a year.
- (b) Pre-certification teaching in an elementary or secondary school on a Letter of Permission.
- (c) Continuing education teaching after 1996 August 31, except as specifically excluded in Article L7.06(e), credited as point one seven (0.17) year for every credit taught to a maximum of one (1) year in any school year.
- (d) (i) Experience gained in a single assignment of at least ten (10) consecutive days with the Thames Valley District School Board or one (1) or more of the four (4) predecessor Boards shall also count as experience for salary purposes.
(ii) All experience recognized for a Long-Term Occasional assignment in a predecessor Board collective agreement which was counted for Years of Experience in a Long-Term Occasional assignment prior to 2000 September 01 shall count as experience for salary purposes.
- (e) Teaching experience for salary purposes does not include university teaching that is concurrent with university studies, night school teaching, summer school teaching and casual occasional teaching other than that included in Article L7.06 (d).

- L7.07 Every twenty (20) days of teaching experience shall be equal to one tenth (0.1) years' experience.

Credit for Directly Related and Military Experience - Long-Term Occasional Teachers

- L7.08 The following shall apply for determining related experience for the purposes of [Article L7.01 \(b\)](#):

L7.09 GENERAL

- (a) An allowance shall not be granted for related experience if the period claimed by a Teacher was concurrent with military service credited to the Teacher by the Teacher's Pension Plan Board, a post-graduate program or other university studies.
- (b) No part-month related experience shall be credited for salary purposes.

L7.10 TRADE OR WORK EXPERIENCE

- (a) The following types of full-time experience shall be credited as directly related experience:
 - (i) Years of employment in a vocation, profession or trade related to the university degree obtained from an accredited university and to the teaching responsibilities to be assumed.
 - (ii) Trade or work experience of technical Teachers, other vocational and occupational Teachers, beyond six (6) years or the number of years required for admission to an Ontario College of Education, whichever is less, as certified by a Statement of Acceptability supplied by the Faculty of Education concerned.
 - (iii) No type of part-time related trade or work experience shall be recognized for salary purposes.
- (b) For the purpose of directly related experience, a working year shall mean twelve (12) months of full-time related experience. Each part-year period of related working experience shall be at least four (4) full working months or four-twelfths (4/12) of a working year before it may be credited. Such part-year periods of related work experience distributed over more than one (1) working year of twelve (12) months and amounting, for each part-year period, to at least four (4) full working months may be added together and calculated in twelfths (12ths).

L7.11 PRE-CERTIFICATION TEACHING

- (a) Teaching experience obtained in an organization or institution other than an elementary or secondary school before securing basic certification shall be credited for salary purposes, subject to the provisions of this article.
- (b) A working year shall mean the equivalent of ten (10) full-time months of such pre-certification teaching experience.
- (c) Teachers who acquired part-year and/or part-time pre-certification teaching experience during the 1998-99 school year and thereafter shall be credited with experience equal to their full-time equivalent contractual status during their previous school year correct to one (1) decimal place, rounded to the nearest tenth (10th).

L7.12 MILITARY EXPERIENCE

- (a) Eligibility shall be limited to Teachers whose period of employment with the Board commenced, or recommenced, on or after 1971 September 01.

- (b) Credit shall be granted to eligible Teachers for military service credited to them by the Teachers' Pension Plan Board, and for which receipts are produced verifying contribution to the Teachers' Pension Fund.

L7.13 ALLOWANCE ON SALARY GRID

- (a) Effective 2005 September 01, subject to a maximum credit of ten (10) years of experience on the salary grid, each year of directly related and/or military experience shall be converted to one year on the salary grid.
- (b) The resulting credit shall be rounded upward to the nearest tenth (10th) of a year.

Change in Salary Category

L7.14 In order to be placed in a higher salary category, the Teacher shall submit to Human Resources the required Qualifications Evaluation Council of Ontario (QECO).

- L7.15
 - a) If the work for the higher qualification was completed between January 01 and August 31 (both dates inclusive) then the salary increase will become effective on September 01 of the same year in which the work was completed provided documentation specified in Article L7.14 is received on or before January 31.
 - b) If the work for the higher qualification was completed between September 01 and December 31 (both dates inclusive) then the salary increase will become effective on January 01 of the year following the one in which the work was completed provided documentation specified in Article L7.14 is received on or before June 30.
 - c) Notwithstanding the foregoing, if through no fault of the Teacher confirming documents are delayed beyond the required date, the appropriate adjustment will be made retroactive to the applicable date.

(See also OSSTF Teacher's Collective Agreement, Article L9.00 Salary Grids and Allowances)

Recovery of overpayments/underpayment

L7.16 An Occasional Teacher shall only be required to reconcile an overpayment for the twelve (12) month period prior to an error being discovered.

The Board shall only be required to reconcile and underpayment for the twelve (12) month period prior to an error being discovered.

Any overpayment reconciliation plan shall be with mutual agreement of the Union and the Occasional teacher. Any underpayment shall be made on the next possible pay date or in a manner mutually agreeable to the Union and the Occasional Teacher.

ARTICLE L8.00 - SICK LEAVE

Long-Term Occasional Teachers

- L8.01 (a) A Long-Term Occasional Teacher who cannot attend to duties due to reasons set forth in [Article C9.1a](#)) shall be granted sick leave with pay up to the extent of the Teacher's available paid sick leave days acquired in accordance with the provisions of [Article C9.1f](#)).

- (b) An Occasional Teacher, where required, shall provide to the Board evidence of illness reasonably satisfactory to the Board stating the dates of absence and the reason therefore. Any costs of a medical certificate shall be borne by the Board.

An Occasional Teacher may be required to undergo a medical examination by a physician selected by the Board. Should the Board deem this necessary, the costs of the medical examination shall be borne by the Board.

Absences under the Sick Leave Plan – Long-Term Occasional Teachers

- L8.02 a) A Teacher may be granted up to five (5) days leave per school year with no deduction of sick leave credit(s) where it is necessary for the Teacher to care for a child, parent, partner or family member for which the Teacher is the legal guardian of personal care. This includes paternity leave and adoption.
- b) A Teacher who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) school days leave per school year with no deduction of sick leave credit(s). A Teacher may apply in writing to the Superintendent of Human Resources or designate for an increase in the maximum allowable days under this section.

It is understood as agreed to under the Historical Reference - Central agreement [Letter of Agreement #6](#)), that the combined maximum number of days for care days and act of nature days is five (5) days per school year. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year to year.

Workers' Safety Insurance

- L8.03 (a) An Occasional Teacher who is unable to perform the Occasional Teacher's regular duties because of a condition compensable under the Workplace Safety and Insurance Act shall receive such benefits as awarded by the W.S.I.B. regulations.
- (b) The Occasional Teacher will comply with all directions given by W.S.I.B. as it relates to the benefit program. Failure to comply will result in the stoppage of any further payments by the Board to the Occasional Teacher.

(See also Central Term [C9.00](#), and [Letter #1](#) for Sick Leave, Central Term [C7.10](#) for Workplace Safety and Insurance, See also [Historical Reference - Central Letter #6](#) for Short Term Paid Leaves and Workplace Safety and Insurance)

ARTICLE L9.00 - LEAVES OF ABSENCE

- L9.01 This Article shall apply only to Long-Term Occasional Teachers unless Short-Term Occasional Teachers are also indicated as being eligible.

Leave of Absence with Full Salary

- L9.02 Special leave without a deduction from salary and without loss of sick leave credits shall be available to Long-Term Occasional Teachers for the circumstances and under the conditions outlined hereunder. Leaves under Articles [L9.03](#) - [L9.09](#) require advance approval of the Principal or Supervisor, unless otherwise indicated.

- L9.03 Notwithstanding Articles [L9.01](#) to [L9.09](#) it shall be the prerogative of the Principal to excuse a Long-Term Occasional Teacher from school for up to two (2) hours for reasons acceptable to the Principal. In such cases, the Long-Term Occasional Teacher shall make adequate and acceptable arrangements as approved by the Principal for the care and instruction of the Long-Term Occasional Teacher's classes.
- L9.04 JURY DUTY - When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged, the Long-Term Occasional Teacher must refund to the Board all monies received as a juror or witness exclusive of traveling allowances and living expenses. The court summons or subpoena must be submitted by the Teacher to the Superintendent of Human Resources or designate for approval.
- L9.05 BEREAVEMENT - Up to three (3) days will be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include parent, sibling, spouse or partner, child, parent-in-law, child-in-law, sibling-in-law, legal guardian, grandchild, grandparent, step-parent, step-child, step-grandparent or person who has acted in a parental capacity in lieu of the natural parent.
- Notwithstanding the above, the leave may be extended by a maximum of two (2) days due to exceptional circumstances subject to the approval of the Superintendent of Human Resources or designate.
- L9.06 QUARANTINE - Leave shall be granted when a Long-Term Occasional Teacher is absent from duty in any case where because of exposure to a communicable disease, the Long-Term Occasional Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Long-Term Occasional Teacher's duties.
- L9.07 One (1) day per school year shall be granted to a Long-Term Occasional Teacher for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in Article [L9.05](#).
- L9.08 INCLEMENT WEATHER - A Long-Term Occasional Teacher or a Short-Term Occasional Teacher who is delayed by local weather conditions but arrives at school as soon as possible during the regular school hours of that day will not have a salary deduction made.
- L9.09 RELIGIOUS HOLIDAYS - A Long-Term Occasional Teacher shall be entitled to leave for religious holidays in accordance with Board Procedures.
- Leave of Absence with Occasional Teacher Cost Deduction**
- L9.10 GRADUATION - Up to one (1) day per school year shall be available for the Long-Term Occasional Teacher to attend the Occasional Teacher's own graduation ceremonies or the convocation of a child, spouse or partner.
- L9.11 WEDDING - Up to one (1) day leave may be granted to attend the Long-Term Occasional Teacher's own wedding or the wedding of an adult child. This day may not be used for vacation time.

Short-Term Leave of Absence with Deduction of Full Salary

- L9.12 (a) A special leave of absence of up to five (5) days in any one (1) school year with deduction of full salary for exceptional circumstances may be granted by the Superintendent of Human Resources or designate. A copy of the request must have been submitted to the Principal prior to being sent to the Superintendent of Human Resources or designate.

The special leave of absence may not be used to extend a vacation period.

In light of the semester end demands within a school, whenever possible, the Teacher should avoid making requests that impact the end of a semester.

- L9.12 (b) A personal leave of absence with deduction of full salary will be granted by Human Resources. A Teacher may apply for up to five (5) days of leave per school year for personal reasons. The request must be copied to the Principal and forwarded by email to Human Resources at least three (3) weeks prior to the leave start date.

It is understood that the teacher taking this leave shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to preparation of report cards and exams.

Requests for this leave of absence will not include the first week following the start of each semester, PA days, the week prior to the start of exams, the exam period or the weeks surrounding Spring Break.

Requests for this type of leave will not be denied provided that, if necessary, there are expected to be enough available occasional teachers to cover for the absent teacher, and subject to reasonable system and school requirements.

The first (1) day of L9.12 (a) or L9.12 (b) will be granted as a Leave of Absence with Occasional Teacher Cost.

Long-Term Leave of Absence without Pay

- L9.13 A leave of absence for less than one (1) year may be granted to a Short-Term or Long-Term Occasional Teacher by the Superintendent of Human Resources or designate for exceptional circumstances upon written request of a Teacher subject to the following provisions:

- (a) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- (b) The request must be received far enough in advance to allow for the hiring of a qualified Occasional Teacher.

In light of the semester end demands within a school, whenever possible, the Occasional Teacher should avoid making requests that impact the end of a semester.

Voluntary Leaves of Absence

- L9.14 A voluntary leave of absence for one (1) year to commence September 01 shall be granted by the Superintendent of Human Resources or designate, upon written request of a Short-Term or

Long-Term Occasional Teacher, subject to the following provisions:

- (a) The request must be received by June 30 of the calendar year in which the leave is to begin.
- (b) The leave shall be without remuneration or sick leave and time spent on leave shall not count as teaching experience.
- (c) The Occasional Teacher on leave under Article L9.14 may request an extension of the leave by June 30 for subsequent years for a maximum of one (1) additional year.

L9.15 The name of an Occasional Teacher on a Voluntary Leave of Absence shall be removed from the Occasional Teachers' Calling List while that Teacher is on leave and shall be returned to the List at the end of the leave unless the Occasional Teacher requests otherwise.

ARTICLE L10.00 - PREGNANCY LEAVE

- L10.01 Article L10 shall apply only to Occasional Teachers employed in a Long-Term Occasional assignment at the time of commencement of the pregnancy leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had they not taken a pregnancy leave.
- L10.02 Pregnancy Leaves granted under the provisions of Article L10.01 shall be in accordance with the provisions of Sections 46 through 47 of *The Employment Standards Act*, R.S.O. 2000, as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in detail by the statute. Specific questions relating to any of these areas should be referred to the Superintendent of Human Resources or designate.
- L10.03 The Board shall grant to a pregnant Occasional Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Occasional Teacher requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than the expected date of birth.
- L10.04 Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Superintendent of Human Resources or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- L10.05 The written request for a Pregnancy Leave shall contain:
- (a) the commencement date of the Pregnancy Leave,
 - (b) the termination date of the Pregnancy Leave; and
 - (c) The date or expected date of birth of the child.
- L10.06 The Board may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.

L10.07 A Pregnancy Leave shall be without salary or allowances.

L10.08 Pregnancy Leave Benefits

- 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 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 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 they have applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- 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. [Proof of declined E.I. benefits will need to be submitted to Human Resources].
- 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, Spring 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) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j) Births that occur during an unpaid period (i.e. summer, Spring break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

L10.09 The Board shall continue to pay its normal share of premiums for such benefits as the Occasional Teacher is currently enrolled in, for that part of the statutory seventeen (17) week Pregnancy Leave taken by the Occasional Teacher.

- L10.10 The Occasional Teacher may opt not to continue benefits during the leave period by providing written notice to the Superintendent of Human Resources or designate that the Occasional Teacher does not intend to pay her share of contributions.

Changing Dates of the Leave

- L10.11 Provided that such alteration does not contravene the provisions of the Act, an Occasional Teacher may alter the requested start date of a Pregnancy Leave:
- (a) to an earlier date if the Occasional Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the earlier start date; or
 - (b) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Occasional Teacher provides the Superintendent of Human Resources or designate with written notice and medical certification within two (2) weeks after the employee starts the leave; or
 - (c) to a later date if the Occasional Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the date the leave was to begin.
- L10.12 An Occasional Teacher may alter the requested termination of a Pregnancy Leave:
- (a) to an earlier date if the Occasional Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the earlier termination date; or
 - (b) to a later date if the Occasional Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.
- L10.13 An Occasional Teacher returning from a Pregnancy Leave shall be assigned by the Board to either the same position held prior to going on the leave or a position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original Long-Term Occasional assignment except for the taking of the Pregnancy Leave.

(See also Central [Letter #3](#) and [Historical Reference - Letter #6](#) for Pregnancy Leave Benefits)

ARTICLE L11.00 - PARENTAL LEAVE

- L11.01 Article L11 shall apply only to Occasional Teachers employed in a Long-Term Occasional assignment at the time of commencement of the parental leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had they not taken a parental leave.
- L11.02 Parental Leaves granted under the provisions of Article L11.01 shall be in accordance with the provisions of Sections 46 through 47 of *The Employment Standards Act*, R.S.O. 2000, as amended.
- L11.03 The Board shall grant a Parental Leave to an Occasional Teacher who becomes a parent, provided said Occasional Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave.

- L11.04 A birthing parent requesting a Parental Leave must commence that leave on the date following the conclusion of their Pregnancy Leave.
- L11.05 The other parent requesting a Parental Leave may commence that leave anytime within the seventy-eight (78) week period following the actual date of birth. The request may be for up to sixty-one (61) weeks if a pregnancy leave has been taken and for up to sixty-three (63) weeks if a pregnancy leave has not been taken. The term “other parent” includes the natural parent, a parent through surrogate pregnancy and/or a person who is in a relationship of some permanence with the birth parent of the child who intends to treat the child as their own.
- L11.06 Requests for Parental Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Superintendent of Human Resources or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- L11.07 The written request for a Parental Leave shall contain:
- (a) the commencement date of the Parental Leave,
 - (b) the termination date of the Parental Leave; and
 - (c) the date or expected date of birth of the child.
- L11.08 A Parental Leave shall be without salary or allowances.
- L11.09 The Board shall continue to pay its normal share of the premiums for such benefits as the Occasional Teacher is currently enrolled in, for that part of the statutory eighteen (18) week Parental Leave taken by the Occasional Teacher.
- L11.10 Occasional Teachers may opt not to continue benefits during the leave period by providing written notice to the Superintendent of Human Resources or designate that they do not intend to pay their share of contributions.

Changing Dates of the Leave

- L11.11 Provided that such alteration does not contravene the provisions of the Act, an Occasional Teacher may alter the requested start date of a Parental Leave:
- (a) to an earlier date if the Occasional Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the earlier start date; or
 - (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date of delivery and the Occasional Teacher provides the Superintendent of Human Resources or designate with written notification within two (2) weeks after the employee starts the leave; or
 - (c) to a later date if the Occasional Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the date the leave was to begin.

- L11.12 An Occasional Teacher may alter the requested termination date of a Parental Leave:
- (a) to an earlier date if the Occasional Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*; or
 - (b) to a later date if the Occasional Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

Extended Leaves

- L11.13 Extended Leaves may be requested in writing by parents who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory eighteen (18) week Parental Leave period and may be granted by the Superintendent of Human Resources or designate on the basis of the mutual consent of the employee and employer but shall not extend beyond the end of the school year or the return date of the regular Teacher, whichever occurs first.
- L11.14 Benefit coverage, if applicable, for Occasional Teachers who extend a leave under the provisions of Article L11.13 shall be in accordance with the provisions of [Article L8](#) and at the Occasional Teacher's own expense.
- L11.15 An Occasional Teacher returning from a Parental Leave shall be assigned by the Board to either the same position held prior to going on the leave or an occasional teaching position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original Long-Term Occasional assignment except for the taking of the Parental Leave.
- L11.16 An Occasional Teacher returning from an Extended Leave or for whom the provisions of Article L11.15 do not apply shall be returned to active status on the Occasional Teacher List.

ARTICLE L12.00 - ADOPTION LEAVE

- L12.01 Article L12 shall apply only to Occasional Teachers employed in a Long-Term Occasional assignment at the time of commencement of the Adoption Leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had they not taken an Adoption Leave.
- L12.02 Adoption Leaves granted under the provisions of Article L12.01 shall be in accordance with the provisions of Sections 46 through 47 of *The Employment Standards Act*, R.S.O. 2000, as amended.
- L12.03 The Board shall grant to an Occasional Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, an Adoption Leave of sixty-three (63) weeks or such shorter leave as the Occasional Teacher requests. The leave may commence anytime within the seventy-eight (78) week period following the child coming into the custody, care and control of a parent for adoption and a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child as their own.

- L12.04 Requests for Adoption Leave shall be made in writing on the Application for Adoption Leave Form and submitted to the Superintendent of Human Resources or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- L12.05 The written request for an Adoption Leave shall contain:
- (a) the commencement date of the Adoption Leave;
 - (b) the termination date of the Adoption Leave;
 - (c) the date or expected date of the child coming into the custody, care and control of the parent for the first time.
- L12.06 An Adoption Leave shall be without salary or allowances.
- L12.07 The Board shall continue to pay its normal share of premiums for such benefits as the Occasional Teacher is currently enrolled in, for that part of the statutory eighteen (18) week Parental Leave taken by the Occasional Teacher.
- L12.08 Occasional Teachers may opt not to continue benefits during the leave period by providing written notice to the Superintendent of Human Resources or designate that they do not intend to pay their share of contributions.

Changing Dates of the Leave

- L12.09 Provided that such alteration does not contravene the provisions of the Act, an Occasional Teacher may alter the requested start date of an Adoption Leave:
- (a) to an earlier date if the Occasional Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the earlier start date; or
 - (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date and the Occasional Teacher provides the Superintendent of Human Resources or designate with written notice within two (2) weeks after the employee starts the leave; or
 - (c) to a later date if the Occasional Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the date the leave was to begin.
- L12.10 An Occasional Teacher may alter the requested termination of an Adoption Leave:
- (a) To an earlier date if the Occasional Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the earlier termination date; or
 - (b) a later date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

Extended Leaves

- L12.11 Extended Leaves may be requested in writing by parents who are on or will be on an Adoption Leave. These are leaves that continue beyond the statutory eighteen (18) week Adoption Leave

period and may be granted by the Superintendent of Human Resources or designate on the basis of the mutual consent of the employee and employer but shall not extend beyond the end of the school year or the return date of the regular Teacher, whichever occurs first.

- L12.12 Benefit coverage, if applicable, for Occasional Teachers who extend a leave under the provisions of Article L12.11 shall be in accordance with the provisions and at the Occasional Teacher's own expense.
- L12.13 An Occasional Teacher returning from an Adoption Leave shall be assigned by the Board to either the same position held prior to going on the leave or an occasional position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original long-term occasional assignment except for the taking of the Adoption Leave.
- L12.14 An Occasional Teacher returning from an Extended Leave or for whom the provisions of Article L12.13 do not apply shall be returned to active status on the Occasional Teacher List.

ARTICLE L13.00 - CALLING PROCEDURES FOR SHORT-TERM OCCASIONAL TEACHING ASSIGNMENTS

- L13.01 The automated absence reporting system (TVARRIS) shall be employed to engage Short-Term Occasional Teachers. The Board and the Union agree to meet once per year to review the system. It is the responsibility of the Board to provide support for all Occasional Teachers in the operating procedures of the dispatch system. Each Occasional teacher will have access to the written instructions through the employee portal under Human Resources.

ARTICLE L14.00 - HIRING PROCEDURES FOR LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

Posting

- L14.01 When it is pre-determined by at least ten (10) school days in advance of the start of the absence that a Long-Term Occasional Teacher will be required for a continuous period of two (2) months or more, such vacancy shall be posted for at least five (5) days prior to the closing date for applications. A copy shall be forwarded to the Union.

Such postings shall be available from the Board only through the telephone system and on the Board Internet Website. Notification of such postings shall be forwarded to the Union.

Hiring for Long-Term Positions

- L14.02 When a Long-Term Occasional teaching position becomes available, the Board shall first consider qualified applicants from the Occasional Teacher List for the position.

ARTICLE L15.00 - SHORT-TERM OCCASIONAL TEACHERS SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE

Occasional Teacher's Services Not Required

- L15.01 An Occasional Teacher who is called for a part-day assignment, who reports and who finds that their services are not required for the specified assignment shall remain at the school for the part-day, perform professional duties as assigned by the Principal and be paid the part-day's pay.

- L15.02 An Occasional Teacher who is called for a full-day assignment, who reports and who finds that their services are not required for the specified assignment shall remain at the school for the full day, perform professional duties as assigned by the Principal and be paid a full-day's pay.

Late Calls

- L15.03 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided they arrive within a reasonable time of receiving such late request. The Occasional Teacher shall be paid for the full time of the assignment.

Emergencies

- L15.04 In the event of a late opening or early dismissal of a school for emergency reasons, Occasional Teachers shall be paid for the assignment at the applicable per diem rate of pay.
- L15.05 In the event of a school closure for emergency reasons, a Long-Term Occasional Teacher shall be paid for the assignment at the applicable rate of pay.

Cancellations

- L15.06 (a) The Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours notice, the Occasional Teacher shall report for work and the Board shall pay the Occasional Teacher for that assignment in accordance with the provisions of [Articles 15.01](#) or [15.02](#), whichever is applicable.
- (b) In the event of inclement weather, Occasional Teachers will receive information on the status of school closures or delays in openings by the normal Board communication process. Notice of closure due to inclement weather will be deemed to meet the minimum notice requirement of Article L15.06 (a).
- (c) Notwithstanding the provision of Article 15.06(a), in the case of a pre-arranged assignment to provide coverage for a Teacher who is scheduled to be at a track and field meet that is cancelled on short notice due to inclement weather the minimum cancellation notice will be deemed to have been given.
- (d) An Occasional Teacher who cancels a previously accepted assignment on the day of the assignment may not accept another assignment scheduled for that same day without first contacting the TVARRIS Helpdesk up to a maximum of four (4) occurrences per school year.
- L15.07 In all cases where an Occasional Teacher receives pay under the provisions of [Articles 15.01](#) to [15.06](#) inclusive, the time for which the Occasional Teacher is paid shall be treated as time worked for the applicable articles of the Agreement.

ARTICLE L16.00 - JOB VACANCIES: SECONDARY TEACHING POSITIONS

- L16.01 Any Occasional Teacher shall have access to vacancies in Secondary Schools posted in accordance with the process described in Article L34.01 of the Secondary Teachers' Collective Agreement at the time that such postings are made.

ARTICLE L17.00 - WORKING CONDITIONS

- L17.01 The responsibilities of an Occasional Teacher are to fulfill the teaching duties of the Secondary Teacher being replaced. Extracurricular activities are voluntary.

Timetable

- L17.02 The assignment for an Occasional Teacher shall be the same as the assignment of the Teacher being replaced except as set forth in Article L17.03.

- L17.03 Unless hired for a Long-Term Occasional Assignment in accordance with the provisions of [Article L14](#), an Occasional Teacher shall not be assigned supervisory duties prior to the commencement of class on the first morning of an assignment or prior to the commencement of the afternoon class on the first day if it is a half-day afternoon assignment.

Lunch Period

- L17.04 An Occasional Teacher hired for an assignment at different schools that requires travel over the lunch period shall not be assigned lunch time duties.

Time for Travelling and Travelling Expenses

- L17.05 (a) A travelling allowance shall be paid to an Occasional Teacher who is replacing an itinerant Teacher, if that Teacher would otherwise have received a travelling allowance, for travel between schools or worksites if the itinerant Teacher had not been absent.
- (b) The travelling allowance set forth in Article L17.05 (a) will be for the distance for which the itinerant Teacher would otherwise have been paid.
- (c) The travelling allowance set forth in Article L17.05 (a) shall be calculated at the rate established in accordance with Board policy/procedure.
- L17.06 An Occasional Teacher who is hired to replace a Teacher whose timetable is such that duties are assigned at two (2) or more locations on the same day shall be provided with the same time to travel between locations as the Teacher being replaced normally has.
- L17.07 A travelling allowance will not be paid to an Occasional Teacher for travel between assignments for two (2) different Teachers.

Information For and From Occasional Teachers

- L17.08 The School Administration and/or absent Teacher shall endeavour to provide for an Occasional Teacher arriving for an assignment the following in-school information.
- a timetable for the Occasional Teacher's assignment (including supervision periods)
 - a schedule identifying period times
 - a floor plan of the school (if available)
 - the school Code of Behaviour/Conduct (including cell phone policy) and any special classroom discipline procedures (if applicable)
 - information on how to obtain necessary equipment
 - names, positions and locations of individuals who can provide assistance
 - an up-to-date class list and seating plan (if applicable)

- name(s) of high risk student(s), safety plans, and any applicable special programme(s)
- name(s) of student(s) participating in special in-school support programmes with the time and place where they receive that support
- an up-to-date seating plan (where applicable)
- a general outline of classroom routines which includes washroom, attendance and entry and dismissal procedures
- planning for the first day of an absence

In addition to the information provided above, the school administration shall also endeavour to provide keys to the classroom(s) to be used by the Occasional Teacher during their assignment.

Fire drill and emergency procedures will be located within the classroom.

The Occasional Teacher shall endeavour to provide written feedback to the Teacher being replaced at the conclusion of the Occasional assignment. Such feedback will generally include comments on the progress of lessons taught, problems encountered and where appropriate, successes achieved and marks for work completed by students within the Occasional assignment.

ARTICLE L18.00 - MEDICAL PROCEDURES - PUPILS

- L18.01 The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Occasional Teacher to the risk of injury or liability for negligence.
- L18.02 It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE L19.00 - PROFESSIONAL ACTIVITY DAYS

- L19.01 The Board shall provide information to the Union about the professional development activities provided by the Board.
- L19.02 A Long-Term Occasional Teacher whose period of employment includes a Professional Activity Day will be paid for the day, (pro-rated to their FTE), and will be required to participate in the scheduled professional activity sessions (pro-rated to their FTE). Long-Term Occasional Teacher will have the option to attend the entire day, and will be paid the Occasional Teacher daily rate for the balance of the day.
- L19.03 Occasional Teachers not in a Long-Term assignment may attend, without pay, any scheduled Professional Activity Day arranged by the Board if space is available.
- L19.04 Occasional Teachers shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay, if space is available.
- L19.05 A Professional Activity Day shall not interrupt the continuing of a long-term occasional teaching assignment.

- L19.06.1 Effective September 2015, Occasional Teachers who qualify under Article L19.06.3 will be entitled to four (4) half days of Professional Activity. Participation in such Professional Activity Days shall be treated in all respects as if it were time worked. In September of each year the Board will send notification in writing by individual letter or e-mail to those Occasional Teachers who qualify, and will provide to the Union a list of those Teachers. Such notification shall include instructions indicating how PA Days may be accessed. The content and structure of the Professional Activity will be discussed at Labour Management.
- L19.06.2 The PA activities shall be by mutual agreement of the parties.
- L19.06.3 Occasional Teachers who are on the Board's secondary occasional teacher's list, who are not currently in a long-term assignment, who are not partial contract teachers, and who worked more than 20 days in the previous school year in short-term or long-term occasional assignments shall be eligible to participate. Any member employed in more than one employee group will have the right to select which group they attend on Professional Development days.

ARTICLE L20.00 - OCCUPATIONAL HEALTH AND SAFETY

- L20.00 The Board, the Union and its members shall comply with the provisions of the *Occupational Health and Safety Act and Regulations*, as they may be amended from time to time.
- L20.01 The Board shall maintain a Main/Central Joint Health and Safety Committee which will include representatives from the District per that Committee's Terms of Reference.
- L.20.02 The Board shall supply to Long-Term Occasional Teachers (at no cost to the Teacher) protective clothing and equipment deemed necessary by the Joint Health and Safety Committee.
- L20.03 The Board shall supply protective clothing and equipment to Daily Occasional Teachers (at no cost to the Teacher) who hold qualifications in an area where these items are deemed necessary under L20.02 and have worked at least twenty (20) days in this area, during the previous school year.

ARTICLE L21.00 - VIOLENCE PREVENTION

- L21.01 The Board agrees that when the Safe Schools Policy and Procedures are reviewed, they will be reviewed by a committee which contains Union representation.

ARTICLE L22.00 - LEAVE FOR UNION BUSINESS

- L22.01 Provided the program needs of the school can be met, the Board will grant the release of an Occasional Teacher from that Teacher's duties to attend to Union business if so requested by the Union.
- L22.02 An Occasional Teacher released on a per diem basis in accordance with the provisions of Article L22.01 shall be paid the per diem rate that would have been paid had the Teacher been performing the scheduled teaching duties. The Bargaining Unit will reimburse the Board for the cost of Occasional Supply Teachers for daily leaves for the Bargaining Unit Business.

- L22.03 Provided the program needs of the school can be met, the Board will grant the release of a Long-Term Occasional Teacher from that person's duties to attend to Union business as a release Officer of the District.

A Long-Term Occasional Teacher shall be paid the per diem rate that would have been paid had the person been performing the scheduled teaching duties and the Union will reimburse the Board for any and all replacement Occasional Teacher costs.

- L22.04 Notification of the name of an Officer of the District to be released in accordance with the provisions of Article L22.03 shall be given to the Superintendent of Human Resources at least two (2) months prior to the requested release date.

ARTICLE L23.00 - LABOUR MANAGEMENT MEETINGS

- L23.01 Upon the request of either Party, representatives shall meet for the purpose of engaging in full and effective consultation or discussion with a view to ongoing communication and resolution of any issues which may concern the Parties to the Agreement. The Parties shall develop mutually agreeable processes for this Labour Management forum. It is intended that these discussions will occur at regularly scheduled monthly meetings during the school year.

ARTICLE L24.00 - CORRESPONDENCE

- L24.01 All correspondence between the Parties arising out of the Agreement shall pass to and from the Superintendent of Human Resources or designate and the President of the Bargaining Unit or designate.

ARTICLE L25.00 - DEDUCTION AND REMITTANCE OF UNION DUES AND FEDERATION LEVY

- L25.01 For each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF dues and any levies chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and notification shall be forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- L25.02 The OSSTF dues deducted under Article L25.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittances shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.
- L25.03 Levies specified by the Bargaining Unit in Article L25.01 shall be deducted and remitted to the Treasurer of OSSTF District 11, at the District Office no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.

- L25.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

Federation Levy

- L25.05 The Bargaining Unit shall provide the Board with a copy of the motion(s) passed at a general meeting of District 11 authorizing the Board to deduct from the payroll of all members of District 11 such amount(s) as are authorized by motion. Such amount(s) shall be in the form of a one-time per year levy or a fixed percentage or dollar amount to be deducted on each pay date as set forth in the Agreement. The Board agrees to make such a deduction on the date(s) requested provided the Union motions are received by the Board at least thirty (30) days prior to the date of expected implementation. The Board shall forward the amounts so deducted to the Treasurer of OSSTF District 11 in accordance with Article [L25.03](#).

ARTICLE L26.00 - COPIES OF THE COLLECTIVE AGREEMENT

- L26.01 The current Collective Agreement will be available through the Employee Portal.
- L26.02 The Board and the Union shall share equally the cost of printing the Agreement. The number of copies of the Agreement to be printed shall be mutually agreed to by the Union and the Board.
- L26.03 The Board shall provide a maximum of twenty-five (25) copies of the Agreement to the Bargaining Unit president at the time of printing of the Agreement.

ARTICLE L27.00 - ACCESS TO BOARD INFORMATION

- L27.01 The Board shall make available to the Union a copy of any agendas, minutes and support documents that are available to the public.
- L27.02 The Board shall provide to the Union, by September 30th each year, a list stating the total number of days of secondary short-term and long-term occasional teaching days by Teacher for the previous school year.
- L27.03 The Board shall share pertinent information affecting the negotiation process.

ARTICLE L28.00 - PERSONAL INFORMATION

Documents Respecting Performance, Conduct or Discipline

- L28.01 Copies of any document respecting the performance, conduct or discipline of an Occasional Teacher shall be given to the Occasional Teacher.

Signature Not Approval

- L28.02 The signature of an Occasional Teacher on any document respecting the performance, conduct or discipline of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

Records Management and Access to Personnel File

- L28.03 The primary non-medical personnel file respecting an Occasional Teacher shall be maintained in Human Resources of the Board, recognizing that certain non-medical personnel material may be situated at the Occasional Teacher's school or workplace. Material in such a file shall be available to the Occasional Teacher for inspection in the presence of appropriate Board personnel at a mutually agreeable time during regular working hours.
- L28.04 An Occasional Teacher shall be provided with a copy of all materials contained in her/his personnel file when so requested. Occasional Teachers shall receive copies of any materials placed in their personnel and school or workplace files which shall normally occur within five (5) school days of the material being filed. Additional copies shall be made available to the Occasional Teacher upon request where the Occasional Teacher has misplaced their material.
- L28.05 Where an Occasional Teacher authorizes in writing access to their personnel and school or workplace files by a Union Representative acting on the Occasional Teacher's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.

Disputed Contents of Personnel File

- L28.06 An Occasional Teacher shall be entitled to dispute the content of documents contained in the personnel file within twenty (20) days of issuance of the document and to that end the Occasional Teacher may provide to the Board written notice of the dispute which sets forth the Occasional Teacher's opinion of the error or inaccuracy.
- L28.07 If an Occasional Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Occasional Teacher in writing of its decision including reasons for that decision. Thereafter, disciplinary documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article L28.09.
- L28.08 Where the Board amends information in accordance with Article L28.07, the Board shall at the request of the Occasional Teacher attempt to notify all persons who received a report based on inaccurate information.

Adverse Material to be Removed

- L28.09 Disciplinary material shall be removed from an Occasional Teacher's personnel file after two (2) discipline free years where no follow-up difficulty has occurred during the two (2) year period unless the Associate Director, Organizational Support Services determines that the discipline was for serious misconduct.

Evaluation reports (and letters of concern and letters of doubt if utilized) shall be removed from the Occasional Teacher's personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.

Medical Information

- L28.10 The Board shall keep any medical information in separate files in a secure location and in a completely confidential manner. Access to such records and information shall be confidential and strictly limited to the Board's Abilities and Wellness staff. No Information from a Teacher's medical record shall be given to any person or party unless the Teacher has provided written consent.

A Teacher may request copies of information contained in their non occupational medical record. Such a request will be submitted in writing to the Abilities and Wellness Specialist. An appointment to review the record will be made within five (5) working days from receipt of the letter. The Teacher will be provided with photocopies of any medical information requested from the record. A Teacher may request copies of information contained in their occupation medical record by sending the request directly to Workplace Safety and Insurance Board.

ARTICLE L29.00 - GRIEVANCE AND ARBITRATION PROCEDURE

Informal Discussion

- L29.01 An Occasional Teacher who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement shall discuss the complaint with the Principal or immediate Supervisor in cases where there is no Principal. Such a complaint shall be brought to the attention of the Principal or immediate Supervisor within twenty (20) days after the Teacher becomes aware or should have been reasonable expected to be aware of the circumstances giving rise to the complaint. The Principal or immediate Supervisor shall meet with the Occasional Teacher and the Bargaining Unit President within ten (10) days of the complaint. The Principal or immediate Supervisor shall respond to the Occasional Teacher within five (5) days of the meeting. If the Occasional Teacher is not in agreement with the decision of the Principal or immediate Supervisor, the Union may submit a formal grievance on behalf of the Occasional Teacher at Step One. Nothing precludes a discussion taking place between the Union and a Board representative.

Step One

- L29.02 Failing resolution of the complaint by informal discussion, a grievance may be submitted by the Union on behalf of the Occasional Teacher(s) as provided for herein. The Union shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought.

The grievance, signed by the President of the Bargaining Union or designate, shall be sent to the Superintendent of Human Resources or designate within twenty (20) days of the Union becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed.

The Superintendent of Human Resources or designate will meet jointly with the Union Representative(s) within fifteen (15) days of receipt of the grievance.

The Superintendent of Human Resources or designate shall forward a written decision to the grievor and Union Representative within fifteen (15) days of the date on which the grievance meeting was held.

Step Two

If no settlement is reached at Step One, the Union may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resources, refer the matter to the Superintendent of Human Resources. The Superintendent of Human Resources shall meet with the Union Representative(s) within ten (10) days of receipt of the written request. The Superintendent of Human Resources shall respond to the grievance in writing within fifteen (15) days of the meeting.

Step Three

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) days of receipt of the response.

Arbitration

- L29.03 (a) When either Party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other Party to the Agreement indicating the name(s) of a proposed Arbitrator. Within ten (10) days thereafter, the other Party shall respond in writing indicating their agreement with a proposed Arbitrator or suggesting another name(s). If the Parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either Party.

Board of Arbitration

- (b) When both Parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other Party to the Agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to appoint such a nominee.

Decision of the Arbitrator

- (c) An Arbitrator or Board of Arbitration shall endeavour to give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the Parties and upon any employee or employees affected by it.

Powers of the Board

- (d) An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the Labour Relations Act.

- L29.04 The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the Parties.

Discharge Grievance

- L29.05 Where an Occasional Teacher has received a termination notice, the Occasional Teacher may file a grievance at Step One within ten (10) days of written notice of termination.

Policy Grievance

- L29.06 The Union and the Board shall have the right to file a grievance or Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the words of Step One and Two modified as appropriate.

General Guidelines

- L29.07 "Days" shall mean instructional days.
- L29.08 Time limits under the grievance and arbitration process are to be adhered to, although the Parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the *Labour Relations Act*.
- L29.09 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.
- L29.10 If the Party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.
- L29.11 At any time of the grievance procedure either or both Parties may be represented by legal counsel so long as notification of the use of legal counsel has been submitted to the other Party at least one (1) week prior to any meeting, or such shorter time as the Parties agree.

Grievance Mediation

- L29.12 Nothing in this article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur.

Grievance Definition

- L29.13 A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision or condition of the Agreement, including the question of whether a matter is arbitrable.
- L29.14 An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.

(See also Central [Article 5.00](#) for Grievance Process)

ARTICLE L30.00 - TERMINATION OF EMPLOYMENT

- L30.01 A notice of termination of employment from the position of Occasional Teacher with the Board shall be copied to the Bargaining Unit President.

ARTICLE L31.00- DEFINITIONS

- L31.01 “Occasional Teacher” means an Occasional Teacher as defined in *The Education Act*.
- L31.02 “Occasional Teacher List” means a list of all Teachers qualified to teach in Ontario who have been accepted by the Board to teach as Occasional Teachers in the secondary panel.
- L31.03 “Long-Term Occasional Teacher” means an Occasional Teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same Teacher.
- L31.04 “Short-Term Occasional Teacher” means an Occasional Teacher who is not a Long-Term Occasional Teacher.
- L31.05 “Secondary Teachers” means the Secondary Teachers, other than Occasional Teachers, employed by the Board in its secondary panel.
- L31.06 “Qualified” means qualified in accordance with *The Education Act* and Regulations made thereunder and “qualifications” has a corresponding meaning.
- L31.07 “Day” means a school day unless otherwise stipulated in the Agreement.

(See Also Central [Article C3.00](#) for Definitions)

- L32.00 The following clauses in the TBU Collective Agreement also apply to **Occasional Teachers**:

Article L 1 - Recognition

Article L2- Term of Agreement, Renewal, and Amendment

Article L4 - Rights and Responsibility

Article L20 - Medical Procedures-Pupils

Article L21 - Occupational Health and Safety

Article L22 - Violence Prevention

Article 23 - Harassment

Article L38 - Labour Management Meetings

Article L39 - Correspondence

Article L40 - Copies of the Collective Agreement

Article L41 - Access to Board Information

The following clauses in the TBU Collective Agreement also apply to **Long-Term Occasional Teachers**:

Article L 1 - Recognition

Article L2 - Term of Agreement, Renewal, and Amendment

Article L4 - Rights and Responsibility

Article L8 - Grid Placement and Increment

Article L18 - Additional Professional Assignments

Article L20 - Medical Procedures-Pupils

Article L21 - Occupational Health and Safety

Article L22 - Violence Prevention

Article L23 - Harassment
Article L38 - Labour Management Meetings
Article L39 - Correspondence
Article L40 - Copies of the Collective Agreement
Article L41 - Access to Board Information

LETTER OF UNDERSTANDING #1

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**The Ontario Secondary School Teachers' Federation District 11 Thames Valley
(hereinafter called the 'Union')**

RE: Occasional Teacher Compliment

If the needs of the Board cannot be met by maintaining the present complement of Occasional Teachers, additional Occasional Teachers may be added to the list after consultation with the Local President in order to address:

- (i) A demonstrated need for Occasional Teachers with specific subject area qualifications.
- (ii) A demonstrated need due to the insufficient numbers of Occasional Teachers available to serve particular geographic areas.
- (iii) A need based on changes and/or limitations of on-calls or demonstration of unfilled Occasional Teacher jobs.

LETTER OF UNDERSTANDING #2

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**The Ontario Secondary School Teachers' Federation District 11 Thames Valley
(hereinafter called the 'Union')**

RE: Letter of Understanding for Staffing during High Volume Periods:

This letter of understanding applies to the staffing process for long-term assignments during the high volume staffing periods only which includes the January Second Semester LTO posting, June LTO posting for the following school year and August LTO posting and remains in effect for one year from the date of ratification. No later than April 1st, 2025, representatives from the Employer and the Union will meet to review the letter and the impact on parties to determine if it will be renewed and whether revisions are required prior to any agreed upon renewal for another year to expire no later than August 30, 2026. Long-term occasional assignments during the periods as defined above will be posted for a period of three (3) days.

Administrators will endeavour to provide twenty-four (24) hours notice for offers of interview. Such offers will be initially made in writing via email and accepted in writing via email. Interviews for additional candidates will be subject to principal discretion and interviews held following the outlined interview period will not be required to follow the same notification timelines.

During the January, June and August LTO staffing periods, first offers that have been approved by Human Resources following the interview period will be made in writing via email between 12pm and 3pm the first day following the last day of the interview period. Teachers will respond to the offer via email no later than 8am that following day. If no response is received by the 8am deadline, it will be assumed the teacher declines the position and the principal will proceed in subsequent offers for the position.

Pursuant to the Provisions of the *School Boards Collective Bargaining Act, 2014*

Memorandum of Settlement on Local Terms

BETWEEN

**The Ontario Secondary School Teachers' Federation – District 11 (the "Union")
(Appendix E: Occasional Teachers – Secondary)**

And

Thames Valley District School Board (the "Employer")

1. The parties agree that this Memorandum constitute the basis for the full and final settlement of the local terms of the collective agreement.
2. Except as provided in the Memorandum of Settlement respecting central terms dated April 24, 2024, the local terms of the collective agreement, and any agreement of the parties in local bargaining and as otherwise required by law, continue without amendment for the duration of the collective agreement.
3. Except as provided otherwise herein, the terms of this Memorandum shall be effective on the date the Voluntary Binding Interest Arbitration collective agreement was awarded by Arbitrator Russell Goodfellow, January 28, 2025.
4. Any dispute with respect to the terms to be included in the collective agreement, including any dispute with respect to a conflict between the local terms and the central terms, shall be referred by either party to the central dispute resolution process provided for under the central terms of the collective agreement.

Dated at London, Ontario, this 13th day of June, 2025.



Ontario Secondary School Teachers'
Federation, District 11



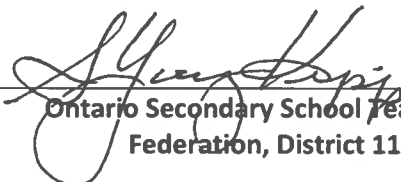
Thames Valley District School Board



Ontario Secondary School Teachers'
Federation, District 11



Thames Valley District School Board



Ontario Secondary School Teachers'
Federation, District 11



Thames Valley District School Board