

COLLECTIVE AGREEMENT

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD

(HEREIN AFTER REFERRED TO AS THE “BOARD”)

AND

**THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION
REPRESENTING DISTRICT 18**

SECONDARY OCCASIONAL TEACHERS

(HEREIN AFTER REFERRED TO AS THE “UNION”)

SEPTEMBER 1, 2022 TO AUGUST 31, 2026

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Part A:

Central Terms

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026, inclusive.

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

- iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (the Committee or CDRC), which shall be composed of two (2) representatives from each of the Central Parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the Central Parties. At the time of the request, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the Committee or either of the Central Parties has taken an action in c) below.
- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the Central Parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.

- e) Only a Central Party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each Central Party to inform their respective Local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the Central Parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the affected Local Parties.
- b) The Central Parties may engage in informal discussions of the disputed matter. Upon the request for informal discussions, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the discussions conclude.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a Central Party shall refer the grievance forthwith to the CDRC by written notice to the other Central Party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the Central Party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the Parties.

C5.5 Voluntary Mediation

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator. The Central Parties shall consider equity, diversity, and inclusion among the criteria for selecting an arbitrator.
- c) The Central Parties may refer multiple grievances to a single arbitrator.
- d) Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Effective September 1, 2022, the funding rate shall be set to \$6,592.31 per FTE.
- b) The funding rate shall be increased for inflation as follows on the following dates:
 - i. September 1, 2023: \$6,641.06
 - ii. September 1, 2024: \$6,657.67
 - iii. September 1, 2025: \$6,681.68

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF

ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.

- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.
- e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF teachers withdrawing their full services:
 - a. 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.
 - b. Divide i) by 194 days.
 - c. Multiply ii) by the number of strike or lockout days for OSSTF teachers at the school board.

C7.5 Benefits Committee

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

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a) as of September 1, 2022</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$3,187	50%
<u>Hastings & Prince Edwards DSB</u>	\$4,781	75%
<u>Toronto DSB</u>	\$3,187	50%
<u>York Region DSB</u>	\$637	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, inflationary increases shall be provided in each of the following years:
- | | |
|--------------------|-------|
| September 1, 2023: | 0.74% |
| September 1, 2024: | 0.25% |
| September 1, 2025: | 0.36% |
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).

- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

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

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

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

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

g) Administration

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

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: ☐ Yes ☐ No	WSIB Claim Number:

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

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

Employee Name: (Please print)	Employee Signature:				
Employee ID:	Telephone No:				
Employee Address:	Work Location:				
1. Health Care Professional: The following information should be completed by the Health Care Professional					
Please check one:					
☐ Patient is capable of returning to work with no restrictions.					
☐ Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3					
☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.					
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____				
Date of Assessment: dd mm yyyy					
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.					
PHYSICAL (if applicable)					
Walking: ☐ Full Abilities ☐ Up to 100 metres ☐ 100 - 200 metres ☐ Other (<i>please specify</i>):	Standing: ☐ Full Abilities ☐ Up to 15 minutes ☐ 15 - 30 minutes ☐ Other (<i>please specify</i>):	Sitting: ☐ Full Abilities ☐ Up to 30 minutes ☐ 30 minutes - 1 hour ☐ Other (<i>please specify</i>):	Lifting from floor to waist: ☐ Full Abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>please specify</i>):		
Lifting from Waist to Shoulder: ☐ Full abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>please specify</i>):	Stair Climbing: ☐ Full abilities ☐ Up to 5 steps ☐ 6 - 12 steps ☐ Other (<i>please specify</i>):	☐ Use of hand(s): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Left Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>): </td> <td style="width: 50%; vertical-align: top;"> Right Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>): </td> </tr> </table>		Left Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>):	Right Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>):
Left Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>):	Right Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>):				

☐ Bending/twisting repetitive movement of (please specify):	☐ Work at or above shoulder activity:	☐ Chemical exposure to:	Travel to Work: Ability to use public transit ☐ Yes ☐ No Ability to drive car ☐ Yes ☐ No
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2B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Following Directions: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Decision- Making/Supervision: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Multi-Tasking: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:
Ability to Organize: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Memory: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Social Interaction: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Communication: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:

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

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

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately:	Have you discussed return to work with your patient?
☐ 6-10 days ☐ 11- 15 days ☐ 16- 25 days ☐ 26 + days	☐ Yes ☐ No
Recommendations for work hours and start date (if applicable):	Start Date: dd mm yyyy
☐ Regular full time hours ☐ Modified hours ☐ Graduated hours	
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: dd mm yyyy	

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

2. Pregnancy SEB Language

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Mental Health

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

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

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to:

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

Phase 1

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

Phase 2

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

Phase 3

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

Phase 4

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

Indigenous Teachers may use existing short term paid leave:

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Preparation Time

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

LETTER OF AGREEMENT #17

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #18

BETWEEN

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

AND

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

AND

The Crown

RE: Workplace Violence

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

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

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

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

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

LETTER OF AGREEMENT #19

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Information Package

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

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

LETTER OF AGREEMENT #20

BETWEEN

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

AND

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

AND

The Crown

RE: Learning and Services Continuity and Sick Leave Usage Task Force

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #21

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

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

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

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). The SEB Plan pay will be the

difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

PART B:

**LOCAL COLLECTIVE
AGREEMENT**

L – ARTICLE 1 - PURPOSE

- L1:01 The intent of both Parties and the purpose of this agreement is to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and by providing a procedure for the equitable settlement of grievances between the parties.

L – ARTICLE 2 - RECOGNITION

- L2:01 The Employer, known as the Upper Grand District School Board, hereinafter referred to as the Board, recognizes the Ontario Secondary School Teachers' Federation, hereinafter referred to as the Union, as the bargaining agent for all Occasional Teachers employed by the Board in its secondary panel.
- L2:02 The Board recognizes the Negotiating Committee of the Union as the official body to represent the Occasional Teachers in the secondary panel in the conduct of negotiations.
- L2:03 The Ontario Secondary School Teachers' Federation and the Bargaining Unit recognize the Negotiating Committee of the Board as the official body to represent the Board in the conduct of negotiations.
- L2:04 The Board recognizes the right of the Federation or the Bargaining Unit to be represented by their staff officers or any other duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise or represent the Federation or the Bargaining Unit in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2:05 The Federation and the Bargaining Unit recognizes the right of the Board to be represented by the Ontario Public School Boards' Association, or an affiliate Association, or any duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise or represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2:06 A Secondary Occasional Teacher Labour/Management Cooperative Committee shall be established with no more than three (3) representatives of each of the Bargaining Unit or designates, and management or designates, to discuss matters of concern, including but not limited to automatic call-out system and system wide initiatives.

Prior to the end of September each year, both parties shall agree upon at least 4 (four) meeting dates for the current year.

Notwithstanding the above, the Committee will meet at the request of either party at a time mutually agreed upon. It is understood that at the time of the meeting request, specific items for discussion will be provided.

The Committee may make recommendations to the Superintendent of People, Leadership and Culture or designate.

- L2:07 The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members.
- L2:08 The Board shall notify the Bargaining Unit president prior to the imposition of any formal disciplinary action, including but not limited to any matters pertaining to the demotion, suspension, or dismissal of individual Occasional Teachers.

L – ARTICLE 3 – DEFINITIONS

See also Part A: Central Agreement [C3.00 Definitions](#)

- L3:01 “Occasional Teacher” shall mean an Occasional Teacher as defined in the Education Act as amended from time to time.
- L3:02 “Occasional Teacher on a Short-Term Assignment” means an Occasional Teacher hired to teach for a period of fewer than seven (7) consecutive teaching days.
- L3:03 “Occasional Teacher on a Long-Term Assignment” and “LTO Teacher” means an Occasional Teacher hired to teach for a period of seven (7) or more consecutive teaching days.
- L3:04 In the event of an interruption of not more than two (2) days in a specific teaching assignment, the qualifying period to meet the definition of an Occasional Teacher on a Long-Term Assignment will be extended for a period equal to the interruption.
- L3:05 “Occasional Teacher Roster” means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the secondary panel. It is understood that all Occasional Teachers must be members in good standing of the Ontario College of Teachers and must have a Certificate of Qualification from the Ontario College of Teachers or Interim Certificate of Qualification. All certification and required documentation must be submitted to the Superintendent of People, Leadership and Culture or designate before a candidate’s name is placed on the Occasional Teachers’ Roster.
- L3:06 “Certified” means an Occasional Teacher who holds a valid Certificate of Qualification or a valid Interim Certificate of Qualification and Registration and is a member in good standing of the Ontario College of Teachers.
- L3:07 “Bargaining Unit” means the O.S.S.T.F. District # 18 Upper Grand District School Board Occasional Teachers’ Bargaining Unit.

- L3:08 "Union" and "OSSTF" and "O.S.S.T.F" and "Federation" all mean the Ontario Secondary School Teachers' Federation.
- L3:09 "Board" means the Upper Grand District School Board.
- L3:10 "Parties" mean the Bargaining Unit and the Upper Grand District School Board.
- L3:11 "Probationary Occasional Teacher" means a teacher covered by this Collective Agreement who has not completed thirty (30) teaching days of employment as an Occasional Teacher with the Board. It is understood that the probationary period of thirty (30) teaching days may be extended by one (1) thirty (30) day period at the exclusive discretion of the Superintendent of People, Leadership and Culture or designate.

L – ARTICLE 4 – CORRESPONDENCE AND THE PROVISION OF DATA

- L4:01 All correspondence between the Parties arising out of this Agreement shall pass between the Superintendent of People, Leadership and Culture or designate and the President of the Bargaining Unit or designate.

L – ARTICLE 5 – UNION DUES AND CHECK OFF

- L5:01 On each pay date on which an employee is paid the Board shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days before the expected date of change.
- L5:02 The Provincial OSSTF dues deducted, as in clause L5.01, 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 are made. Such remittance shall be accompanied by a dues submission list showing the names, wages earned, wages earned to date, dues and assessments deducted and the time worked for each Occasional Teacher from whose wages the deductions have been made.
- L5:03 Levies specified by the Bargaining Unit, if any, shall be deducted, and remitted to the Treasurer of the Bargaining Unit 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 dues submission list showing the names, wages earned, wages earned to date, dues and assessments deducted and the time worked for each Occasional Teacher from whose wages the deductions have been made.
- L5:04 Occasional Teachers covered by this Collective Agreement shall be members of O.S.S.T.F.

- L5:05 The Federation shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and any form of liability, as a result of deductions authorized by the Union.
- L5:06 The Income Tax Slips (T4) provided each year by the Board, shall indicate the amount of the dues paid by each Occasional Teacher during the appropriate year.
- L5:07 The Board shall communicate the process for requesting a T2200 form for income tax reporting.

L – ARTICLE 6 - MANAGEMENT RIGHTS

- L6:01 The Board agrees to exercise its management rights in a reasonable way and in a manner which is neither discriminatory, arbitrary nor in bad faith and in accordance with the Acts and Regulations of the Province of Ontario.
- L6:02 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration, save and except to the extent specifically modified by a provision of this Agreement.
- L6:03 Without limiting the generality of the foregoing, the Board's rights shall include:
- a) the right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
 - b) the right to determine, alter and eliminate services, programs and courses offered;
 - c) the right to discipline, including disciplinary demotion;
 - d) the right to dismiss and layoff Occasional Teachers, subject to the employee's rights under the appropriate Act;
 - e) the right to designate or establish departments, organizational units or areas of study;
 - f) the right to select individuals to positions of responsibility, and to determine job functions;
 - g) the right to make, change and enforce reasonable rules, regulations and all other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the province of Ontario;
- L6:04 The Board's right to discipline shall be only for just cause.
- L6:05 The Board agrees that members of the Teachers' Bargaining Unit (excluding temporary vice-principals) and/or the Occasional Teacher Bargaining Unit shall not participate in an interview if any candidate is a member of the OTBU for any type of teaching or occasional teaching position within the Board.

L – ARTICLE 7 - NO DISCRIMINATION

L7:01 Each of the parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced against any Occasional Teacher because of:

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed
- Disability
- Family status
- Marital status (including single)
- Gender Identity, gender expression
- Record of offences (in employment only)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation.
- Legal union activities

L – ARTICLE 8 - ACCESS TO INFORMATION

L8:01 The Board shall provide Occasional Teachers with copies of any material placed in their personnel files, including any document respecting the performance or conduct of that Occasional Teacher, within seven (7) calendar days of filing such material.

This shall include any counselling or disciplinary letter issued to the Occasional Teacher.

L8:02

- a) Material may be removed from an Occasional Teacher's personnel file at the request of the Occasional Teacher and with the approval of the Board. Disciplinary material shall be removed from an Occasional Teacher's personnel file, upon receipt of a written request from the Occasional Teacher, after two (2) discipline-free years where no follow-up difficulty has occurred during the two (2) year period, unless the Superintendent of People, Leadership and Culture or designate determines that the discipline was for serious misconduct.
- b) For this article, it is understood that discipline-free years do not include time spent on Board-approved leaves.

L8:03 The Board shall ensure all medical records provided to the Board's Wellness and Employee Health Department are stored in a confidential manner in a secure location.

L – ARTICLE 9 – COLLECTIVE AGREEMENT COPIES

See also Part A: Central Agreement [C1.00 Structure and Content of Collective Agreement](#)

L9:01 The Board and Federation agree to post copies of the Collective Agreement to their respective websites or intranets. Each party will be responsible for the printing and costs associated with printing, the required number of copies of the Collective agreement that they need.

- L9:02 The Board shall provide notification via email or hard copy of the location of the Collective Agreement on the Board's intranet (currently SharePoint) to new hires to the Occasional Teacher Roster within 15 (fifteen) calendar days of being added to the roster.
- L9:03 Within 30 (thirty) calendar days of finalization of the agreement by both parties, the Board shall provide notification via email or hard copy of the location of the Collective Agreement to each member of the bargaining unit and to all secondary school principals and vice-principals.
- L9:04 New Occasional Teachers on a Long-Term Assignment (not on the roster) who accept teaching assignments shall be provided notification via email or hard copy of the location of the Collective Agreement within 30 (thirty) days of their teaching assignment.

The names of these new members of the Bargaining Unit shall be submitted to the bargaining unit on a monthly basis by the last working day of each month.

L – ARTICLE 10 – OCCASIONAL TEACHERS' ROSTER

- L10:01 An Occasional Teacher must be a member in good standing of the Ontario College of Teachers in order to be placed on the Occasional Teachers' Roster.
- L10:02 Only Teachers on the Occasional Teachers' Roster shall receive calls for short-term occasional teaching assignments except where the Board is required to appoint a person in the event of an emergency.
- L10:03 The Occasional Teacher Roster shall be limited to thirty-four percent (34 %) of the Board's FTE allotment of teachers, such percent to include those teachers assigned to the Occasional Teacher Priority-Calling List for teaching the Learning Resource Classes (LRC).

Where the Roster is not sufficient to meet the board's specific program needs and/or to supply Occasional Teachers to the system the Board may, after consultation with the Bargaining Unit, increase the number of names on the Roster, to maintain a sufficient pool of names. This increased number shall not exceed five percent (5%) of the limit specified above.

- L10:04 There shall be no additions made to the Occasional Teachers' Roster without prior consultation with the members of the Secondary Occasional Teachers Labour/Management Committee.
- L10:05 The Occasional Teachers' Roster shall provide the following information for each Occasional Teacher: full name, telephone number, mailing address, employee number, seniority number and subjects that the Occasional Teacher is qualified to teach. Occasional Teachers shall be listed in alphabetical order.

L10:06 Occasional Teachers shall notify the People, Leadership and Culture Department of the Board, in writing, of any changes of qualifications, mailing address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

L10:07

- a) The Board shall send an up-to-date Occasional Teachers' Roster to the Bargaining Unit by September 15th and February 28th in each school year. A separate list of members on a leave will be provided at the same time.
- b) In the event of additions to the Roster during the school year, the Board shall provide, on a monthly basis, the information as per Articles L10.05 and L10.06 for all new hires.

L10:08 The Board shall send an up-to-date list of those Teachers from the Occasional Teachers' Roster employed on Long-Term assignments to the Bargaining Unit by the 30th of each month.

L10:09 Upon request, and with reasonable notice, up to four times a year, and at no cost to the Bargaining Unit, the Board will provide the Bargaining Unit with a set of mailing labels of those teachers on the Occasional Teachers' Roster. The Bargaining Unit may purchase additional labels at cost.

L10:10 Where an Occasional Teacher requests, in writing, that their name be removed from the Roster, the Board will remove it, and will notify the Bargaining Unit in writing within 10 (ten) working days of their removal from the Roster.

SENIORITY AND RECALL

L10:11 The Board shall maintain a seniority list showing each Occasional Teacher's name and seniority ranking.

L10:12 For the purpose of determining rank on the seniority list, as of September 1, 2014, seniority shall be defined as the earlier of; the date on which the Occasional Teacher has been appointed to the roster, or the first date worked as an Occasional Teacher on a Long-Term Assignment for the Board provided there has been no break in service of greater than two (2) years.

L10:13 The Seniority list shall be rank-ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.

L10:14 If two or more Teachers have the same seniority, ranking among them shall be based on the number of full days teaching in schools of the Board.

If two or more Teachers have the same ranking under the above paragraph, ranking among them shall be based on the number of years of experience teaching.

In the event that a tie in rank-ordering occurs, the tie shall be broken by lot conducted by the Superintendent of People, Leadership and Culture or designate and witnessed by the Bargaining Unit President or designate.

- L10:15 The seniority list shall be effective as of June 30th of each year and shall be posted on the staff web portal (currently SharePoint) by September 1st of each year.
- L10:16 The Board shall forward a copy of the seniority list effective as of June 30th of each year to the President of the Bargaining Unit no later than September 1st of each school year.
- L10:17 Errors in the calculation of a member's seniority shall be brought to the attention of the Board and the Bargaining Unit President by the member by October 1st or the list shall be deemed correct.
- L10:18 Absence from work due to an approved or statutory leave of absence shall be without loss of seniority.
- L10:19 i) An Occasional Teacher who is on an approved leave for at least one full semester shall:
- a) remain on the Occasional Teacher Roster, as appropriate;
 - b) not count towards the cap referenced in Articles L10.03, L10.04, and for the semester(s) in which the leave occurs;
 - c) count towards the cap referenced in Articles L10.03 and L10.04, for the semester following completion of the leave.
- ii) An Occasional Teacher who is on an approved leave for less than one full semester shall:
- a) remain on the Occasional Teacher Roster, as appropriate;
 - b) count towards the cap referenced in Articles L10.03 and L10.04.
- L10:20 Should Occasional Teacher names need to be removed from the Occasional Teacher Roster in order to remain in compliance with the requirements of Articles L10.03 and L10.04:
- a) such removal shall be made on the basis of seniority beginning with the most junior,
 - b) such removal shall take place no later than August 15th for the following school year,
 - c) the Board will keep names of the Occasional Teachers removed from the Roster on file for recall purposes, in accordance with Article L10:21.

L10:21 Recall

- a) The right to recall shall be for twenty-four (24) months from the date of being removed from the Occasional Teacher Roster in accordance with Article L10.20.
- b) The Board shall not advertise externally or hire externally to the Occasional Teacher Roster until the following process has been completed.
 - i. Where it is necessary for the Board to add names to the Occasional Teacher Roster, it shall first recall by registered email those teachers with the greatest seniority and offer them the opportunity for employment as an Occasional Teacher.
 - ii. For the twenty-four (24) month recall purposes, a Teacher shall have two (2) days, excluding weekends and statutory holidays, following the registered email being sent to accept or decline the recall. In the event that a Teacher fails to respond to the recall notice within the prescribed timelines, the Board's obligation to recall shall be met unless there are reasonable grounds acceptable to the Board for the failure to respond.
 - iii. For clarity, Occasional Teachers on the Recall List are required to provide a current email address to People, Leadership and Culture.

L – ARTICLE 11 – CALLING OF OCCASIONAL TEACHERS FOR LONG-TERM & SHORT-TERM OCCASIONAL TEACHING ASSIGNMENTS AND ACCESS TO INTERVIEWS

- L11:01 The Board shall use an electronic system to distribute offers of work to Occasional Teachers on Short-Term Assignments using a qualifications-based random-order system.
- L11:02 In the event that the electronic system fails, a manual system employed by the Board for the offer of assignments to Occasional Teachers shall distribute such offers.
- L11:03 If a position has not been filled by the Board's electronic call out system, the Board may hire a person who is not on the Occasional Teachers' Roster to teach on a short-term basis. The Bargaining Unit President shall be provided on a monthly basis with a monthly list of each day worked, identifying the location and dates that the person was hired to teach in the case of an emergency.
- L11:04 Assignments in Technological Studies shall be made on a subject-specific basis, using Ministry of Education specified subjects.
- L11:05 Assignments in Special Education shall be made on a subject-specific basis, using Ministry of Education specified subjects.

L11:06

- a) The subject qualifications of the Occasional Teacher shall be registered in the electronic call-out system and shall not include qualifications not indicated on their College of Teachers qualification record.
- b) Whenever possible, partial-day assignments will be consolidated at a single work location for call-out.

L11:07 Offers of work shall not be pre-arranged, with the following exceptions:

- a) where a short-term assignment needs to be extended beyond its original length, the appropriate administrator shall offer this extension to the teacher on the original assignment. Should that teacher wish to accept, but is already booked into another school within the Board, the administrator may attempt to arrange a switch.
- b) Where a Long-Term part-time Occasional Teacher is available in the school during the period(s) in question, the school administrator may offer that teacher short-term assignments.
- c) Special circumstances where specialty qualifications are required (e.g., CELP).
- d) Compassionate reasons.

L11:08 Job Shopping shall not be enabled for Occasional Teachers.

Access to Interviews: Long Term Occasional Teaching Assignments

L11:09

- a) The Board shall post Long-Term Occasional Teaching assignments internally on the Board intranet (currently SharePoint) and the Board website for at least three (3) business days prior to the closing date for applications from September 1 to June 30. From July 1 through August 31, the Board shall post these assignments for five (5) days. When deemed necessary by the Board, Long-Term Occasional Teaching assignments shall also be posted on Apply to Education. At the time of posting a dated copy of each posting shall be forwarded to the Bargaining Unit.
- b) The Board shall include in all postings only those requisite qualifications recognized by the Ontario College of Teachers.

- c) Notwithstanding (b) above, where necessary to meet program requirements, a posting may include additional qualifications consistent with and limited to legal requirements.

- 11.10 The Board will provide an interview to a minimum of three (3) qualified applicants, provided that at least (3) three qualified applicants apply, from the Occasional Teacher Roster who apply for the position. The applicant(s) must note on their application that they are currently on the Occasional Teacher Roster. For clarity, an interview does not guarantee placement into the long-term occasional position.
- 11.11 It is understood that where all else is equal amongst applicants, first consideration shall be provided to the qualified members from the Occasional Teacher Roster.
- 11.12 Unsuccessful candidates interviewed for long-term positions from the Occasional Teacher Roster shall receive notification from the Board that they were not the successful candidate within five (5) days of the Board's decision.
- 11.13 Unsuccessful candidates who make the request shall be provided feedback within 30 days of the interview to assist the member's success in the future.
- 11.14 When a candidate selected for a long-term position does not come from the Occasional Teacher Roster, the People, Leadership and Culture. Department shall notify the Bargaining Unit President within ten business (10) days of the decision and provide a rationale.

Access to Interviews: Permanent Contract Positions

When a full or part-time secondary teaching position becomes available, should the Board be unable to fill a vacancy from among the teachers covered by the secondary teacher collective agreement (OSSTF-TBU):

- 11.15 The Board shall post secondary teaching positions internally on the Board intranet (currently SharePoint) and the Board website at least three (3) business days prior to the closing date for applications from September 1 to June 30. From July 1 to August 31, the Board shall post these positions for five (5) days. When deemed necessary by the Board, permanent teaching positions shall also be posted on Apply to Education. The Board will send a copy of each posting to the bargaining unit President or Designate on the day of the posting.
- 11.16 The Board will provide an interview to a minimum of four (4) qualified applicants from the Occasional Teacher Roster, provided that at least four (4) qualified

applicants apply, and if the applicant(s) note on their application that they are currently on the Occasional Teacher Roster.

- 11.17 Interviews will occur simultaneously with external candidates who apply for the position. For clarity, an interview does not guarantee placement into the permanent position.

It is understood that where all else is equal, first consideration shall be provided to members of the Occasional Teacher Bargaining Unit.

- 11.18 Unsuccessful candidates who interviewed for secondary teaching positions from the Occasional Teacher Roster shall receive written notification from the Board that they were not the successful candidate within five (5) days of the Board's decision.

- 11.19 Unsuccessful candidates who make the request shall be provided feedback within 30 days of the interview to assist the member's success in the future.

- 11.20 When a candidate selected for a permanent position does not come from the Occasional Teacher Roster, the People, Leadership and Culture Department shall notify the Bargaining Unit President within ten business (10) days of the decision to review the decision and its rationale.

L – ARTICLE 12 – CLASSROOM OBSERVATION FOR REFERENCE PURPOSES

L12:01

- a) In order to assist Teachers in obtaining references an Occasional Teacher who does not already have the required references may request a classroom observation(s) (to a maximum of two, and a maximum of one per semester) by completing and submitting the required form to the People, Leadership and Culture Department by:
 - i. September 30th for semester 1 observations.
 - ii. February 28th for semester 2 observations.
- b) The observation will take place no later than:
 - iii. December 15th for semester 1 observations;
 - iv. May 15th for semester 2 observations;

at a school(s) to be determined by the Board on a date mutually agreed to by the school administration and the Occasional Teacher.

The Occasional Teacher will be provided with an opportunity, upon request, for feedback within two (2) weeks following observation.

L – ARTICLE 13 – WORKING CONDITIONS

L13:01 Prior to the beginning of each daily assignment, the Board shall provide the following in-school information to Occasional Teachers:

- a) the timetable for the Occasional Teacher, including any on-call and supervisory duties for which the absent Teacher could have been responsible,
- b) a schedule identifying period changes for the assigned day(s),
- c) up-to-date class list(s),
- d) a current seating plan with student photographs, where possible,
- e) written school procedures, including emergency procedures and lock-down procedures;
- f) keys for appropriate classrooms and washrooms;
- g) specific location for easy access to student safety plans, which include known triggers, for students with whom the Occasional Teacher would be directly working,
- h) specific location for easy access to information about students with known life-threatening health issues with whom the Occasional Teacher would be directly working;
- i) lesson plan(s) and related materials from the absent teacher, where possible; if not possible, Administration will assist in providing a lesson plan and related materials as soon as possible;
- j) access to a school computer or device will be made available.

L13:02 On-calls and supervisions may be assigned when such duties could have been assigned to the absent teacher without creating a breach of the TBU collective agreement.

L13:03 Partial-day offers of work shall allow for the electronic combination of assignments for the possibility of full-time work, where possible.

L – ARTICLE 14 – SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCIES

L14:01 If a representative of the Board calls an Occasional Teacher for a full-day occasional teaching assignment in error, and that Occasional Teacher reports to the school, that teacher shall receive a full day's pay at the short-term occasional teaching rate.

L14:02 If a representative of the Board calls an Occasional Teacher for a part-day occasional teaching assignment in error, and that Occasional Teacher reports to the school, that teacher shall receive a part-day's pay at the short-term occasional teaching rate.

L14:03 In the event of an emergency closure of a school or early dismissal, Occasional Teachers who were scheduled to work a full day shall receive a full day's pay and Occasional Teachers who were scheduled to work a part day shall receive a part day's pay.

L14:04 The Board shall give notice of cancellation of any existing assignments by 8:00 p.m. of the previous day of the assignment by the Board's electronic call out system and by

telephone to the teacher. Cancellations by administration made after this time will result in full payment for the original assignment.

L14:05 Teachers shall give notice of cancellation of their assignment to the Board's electronic call out system, and by telephone to the school, by 7:30am on the day of the assignment, or as soon as possible thereafter.

L14:06 Notwithstanding L14.04, if the Board's electronic call out system offers the Occasional Teacher an alternate assignment of the same number of periods and at the same school for the cancelled day's work, no payment is owing for the cancelled job.

L14:07 Notwithstanding the cancellation or delay of buses, Occasional Teachers shall make every reasonable effort to arrive at their assigned school on time. If unable to travel to the assigned site, teachers should provide assistance at the nearest Upper Grand District School board school in proximity to their residence.

L14:08 When inclement weather makes travel too dangerous to reach any board school, the Occasional Teacher shall notify the school where they accepted the original assignment of the circumstances. The Principal or designate will determine whether the job needs to be posted into the Board's electronic call-out system.

L – ARTICLE 15 – RATES OF PAY

L15:01 Occasional Teachers on Short-Term Assignments

Certified Daily Rate

An Occasional Teacher on a Short-Term Assignment with a valid Teachers Certificate shall be paid a daily rate that is equivalent to 1/203 of Group 1, Year 0 of the current Collective Agreement for Secondary School Teachers employed by the Upper Grand District School Board. This rate will automatically change to reflect any changes which may occur in Group 1, Year 0 of the Secondary Teachers Grid. This rate shall be inclusive of vacation pay.

Certified Occasional Teachers on a Short-Term Occasional Assignment will be paid the daily rate of:

September 1, 2022	\$269.29
September 1, 2023	\$277.37
September 1, 2024	\$285.00
September 1, 2025	\$292.12

L15:02

a) Occasional Teachers on a Short-Term Assignment shall be paid the daily rate as follows:

- i. One teaching period shall constitute one-third (1/3) pay of the daily rate
- ii. Two teaching periods shall constitute two-thirds (2/3) pay of the daily rate

iii. Three teaching periods shall constitute three-thirds (3/3) pay of the daily rate

a) Notwithstanding the above, and only at Erin District High School, and/or any secondary school that uses a five-period Multi-Subject Instructional Program (MSIP) day, an Occasional Teacher will be paid for a full day for:

- A three period day with a possible on-call or supervision, in accordance with L–Article 13, or
- A four period day without the possibility of an on-call or supervision

b) Notwithstanding the preceding article, an Occasional Teacher at Erin DHS shall not receive a combined timetable of more than a three period day.

L15:03 Salary payment will be by direct deposit to the account at the bank or trust company as designated by the employee on the appropriate form on file with the Payroll Department.

The deposit advice form shall be sent to the employee by e-mail, to the employee's e-mail address on the Board's e-mail system, on or before the day the deposit is made.

L15:04

a) When an Occasional Teacher on a Short-Term Assignment holds a teaching assignment for the same teacher for seven (7) consecutive days, then effective on the seventh (7th) day and retroactive to the first day of the assignment, the Board shall place that Occasional Teacher on the appropriate step of the grid on the current Secondary Teachers' Salary Grid.

Occasional Teachers on a Long-Term Occasional Assignment will be paid based on the following grids:

1-Sept-22	1	2	3	4
0	\$54,666.06	\$56,403.04	\$59,295.05	\$62,658.37
1	\$56,459.46	\$57,822.49	\$61,632.78	\$65,076.86
2	\$59,295.05	\$61,184.70	\$65,706.37	\$69,508.91
3	\$62,448.16	\$64,549.13	\$69,841.92	\$73,919.95
4	\$65,391.06	\$67,917.97	\$73,955.35	\$78,325.45
5	\$69,172.58	\$71,699.49	\$78,058.82	\$82,766.35
6	\$72,952.99	\$75,478.80	\$82,165.60	\$87,205.05
7	\$76,742.26	\$79,271.38	\$86,267.96	\$91,618.29
8	\$80,522.67	\$83,054.01	\$90,348.20	\$96,026.01
9	\$84,326.31	\$87,254.83	\$94,487.07	\$100,466.91
10	\$89,785.06	\$91,464.51	\$98,591.64	\$104,872.42

11	\$0.00	\$95,675.29	\$103,864.53	\$110,597.80
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1-Sept-23	1	2	3	4
0	\$56,306.05	\$58,095.13	\$61,073.90	\$64,538.12
1	\$58,153.25	\$59,557.17	\$63,481.76	\$67,029.16
2	\$61,073.90	\$63,020.24	\$67,677.56	\$71,594.18
3	\$64,321.60	\$66,485.60	\$71,937.18	\$76,137.54
4	\$67,352.79	\$69,955.51	\$76,174.01	\$80,675.21
5	\$71,247.76	\$73,850.48	\$80,400.58	\$85,249.34
6	\$75,141.58	\$77,743.16	\$84,630.57	\$89,821.20
7	\$79,044.52	\$81,649.52	\$88,856.00	\$94,366.84
8	\$82,938.35	\$85,545.63	\$93,058.64	\$98,906.79
9	\$86,856.10	\$89,872.48	\$97,321.68	\$103,480.92
10	\$92,478.62	\$94,208.44	\$101,549.39	\$108,018.59
11	\$0.00	\$98,545.55	\$106,980.46	\$113,915.73

1-Sept-24	1	2	3	4
0	\$57,854.46	\$59,692.75	\$62,753.43	\$66,312.92
1	\$59,752.46	\$61,194.99	\$65,227.51	\$68,872.46
2	\$62,753.43	\$64,753.30	\$69,538.70	\$73,563.02
3	\$66,090.45	\$68,313.95	\$73,915.45	\$78,231.33
4	\$69,205.00	\$71,879.29	\$78,268.79	\$82,893.78
5	\$73,207.07	\$75,881.37	\$82,611.60	\$87,593.70
6	\$77,207.98	\$79,881.10	\$86,957.91	\$92,291.28
7	\$81,218.25	\$83,894.88	\$91,299.54	\$96,961.93
8	\$85,219.15	\$87,898.13	\$95,617.76	\$101,626.72
9	\$89,244.64	\$92,343.97	\$99,998.03	\$106,326.65
10	\$95,021.78	\$96,799.18	\$104,342.00	\$110,989.10
11	\$0.00	\$101,255.55	\$109,922.43	\$117,048.41

1-Sept-25	1	2	3	4
0	\$59,300.82	\$61,185.07	\$64,322.27	\$67,970.74
1	\$61,246.27	\$62,724.86	\$66,858.20	\$70,594.28
2	\$64,322.27	\$66,372.13	\$71,277.16	\$75,402.09
3	\$67,742.71	\$70,021.80	\$75,763.34	\$80,187.11
4	\$70,935.12	\$73,676.27	\$80,225.51	\$84,966.12
5	\$75,037.25	\$77,778.40	\$84,676.89	\$89,783.54
6	\$79,138.17	\$81,878.13	\$89,131.86	\$94,598.56
7	\$83,248.70	\$85,992.26	\$93,582.03	\$99,385.98

8	\$87,349.63	\$90,095.58	\$98,008.20	\$104,167.39
9	\$91,475.76	\$94,652.57	\$102,497.98	\$108,984.81
10	\$97,397.32	\$99,219.16	\$106,950.55	\$113,763.83
11	\$0.00	\$103,786.94	\$112,670.49	\$119,974.63

b) Occasional Teachers on a Long-Term Assignment who would for any reason receive a reduction in pay due to a move to the current Secondary Teachers' Salary Grid will instead remain at the rate of pay for an Occasional Teacher on a Long-Term Assignment.

L15:05 If an Occasional Teacher accepts a Long-Term assignment which the the Occasional Teacher shall commence grid placement at day one (1) of the assignment.

L15:06 It is understood that the daily rate, and payment on the Secondary Teachers' Salary Grid, includes payment for vacation and any paid holidays, if applicable.

L15:07 Record of Employment for EI Reporting

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

L – ARTICLE 16 – GRID PLACEMENT FOR PAY PURPOSES: QECO, TEACHING, TECHNOLOGICAL, AND BUSINESS EXPERIENCE

Recognized Teaching Experience

L16:01 a) The Board shall credit teaching experience for Long-Term assignments or contract teaching; such credit shall include one-tenth (1/10) of a year for each twenty (20) days of teaching in any combination of Long-Term Occasional Teaching assignments, rounded to the nearest one-tenth (1/10).

To receive such experience credits from outside the Board, the Occasional Teacher shall provide a statement on official letterhead from the Board or Private School showing the dates and number of days in each assignment.

b) The Board shall credit teaching experience for daily occasional work as a certified teacher on the Upper Grand District School Board Occasional Teacher Roster accumulated since September 1, 2016. Such credit shall include 1/10th of a year for each twenty (20) days of daily occasional work.

c) Effective upon the implementation of the 2022-2026 Collective Agreement, the Board shall credit teaching experience for daily occasional work as a certified teacher at a publicly funded school board accumulated since September 1, 2022. Such credit shall include 1/10th of a year for each twenty (20) days of daily occasional work.

- d) It is the Occasional Teacher's responsibility to track their daily occasional experience and to provide to the Board acceptable documentation of previous teaching experience. The Occasional Teacher shall be placed at Step 0 until such time as documentation justifying movement to a different step has been provided.
- e) The total teaching experience shall be rounded up for 0.5 or more years of experience and down at 0.4 or less years of experience. The Teacher shall then be paid according to the proper place on the salary grid. In any event or combination thereof, the maximum accumulation of teaching experience in each school year shall be one (1) year.

Related Technological and Business Experience

- L16:02 For teachers in Long-Term Occasional Teaching Positions in Technology and Business, hired after implementation of the September 1, 2022 to August 31, 2026 Collective Agreement, the allowance for related Technological and Business Experience shall be one year on the grid for each full year of related trade or business experience up to a maximum of eleven (11) years related experience (eleven years on the grid).
- L16:03 This allowance shall not have the effect of piercing the maximum set forth in the salary grid.
- L16:04 Verification of related experience shall take the form of letters from previous employers which certify and confirm the date of hire, date of termination, description of the work and employment status, and responsibility. The Occasional Teacher on a Long-Term Assignment shall provide such verification in a timely manner.
- L16:05 Eligibility for related experience begins with the first assignment in which fifty percent (50%) of the teaching time must be in the discipline for which the allowance is paid, and remains in place thereafter.

Change in Qualifications (Qualifications Evaluation Council of Ontario, QECO)

- L16.06 Changes in qualifications obtained between September 1 and December 31 which result in an occasional teacher being placed in a higher group shall be effective on January 1 of that school year, provided written documentation is submitted to the Administrative Officer – Teaching on or before May 31 of that school year in order for retroactive payment to January 1 of that school year. Documentation received after May 31 will result in the higher group placement being effective the date documentation is received by the Administrative Officer – Teaching.
- L16.07 Changes in qualifications obtained between January 1 and August 31 which result in an occasional teacher being placed in a higher group shall be effective on September 1 of the following school year, provided written documentation is submitted to the Administrative Officer – Teaching on or before December 31 of the following school year in order for retroactive payment to September 1 of the

following school year. Documentation received after December 31 will result in the higher group placement being effective the date documentation is received by the Administrative Officer – Teaching.

L – ARTICLE 17 – BENEFITS

See also Part A: Central Agreement [C7.00 Benefits](#)

See also Part A: Central Agreement [LETTER OF AGREEMENT #9 Re: Long Term Disability Administration](#)

L – ARTICLE 18 – SICK LEAVE FOR OCCASIONAL TEACHERS ON LONG-TERM ASSIGNMENTS

See also Part A: Central Agreement [C9.00 Sick leave](#)

See also Part A: Central Agreement [LETTER OF AGREEMENT #1 Re: Sick Leave](#)

See also Part A: Central Agreement [APPENDIX B – Abilities Form](#)

See also Part C: Retained Language for Historical Reference [Retained from 2008-2012 Local Article 18 – Sick Leave](#)

L – ARTICLE 19 - LEAVES OF ABSENCE

See also Part A: Central Agreement [LETTER OF AGREEMENT #6 Re: Status Quo Central Items as Modified by this Agreement](#) (Section 3. Short-Term Paid Leaves)

L19:01

- a) A request for leave by an Occasional Teacher on a Long-Term Assignment will be governed by the Upper Grand Policy # 411 - Absences and Leaves. Policy 411 will be posted on the Board's website.
- b) Indigenous teachers actively working on a Long-Term Occasional assignment may use existing short term paid leave as provided under Board Policy 411 Personal Day for the following:
 - i. 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
 - ii. for attendance at Indigenous cultural/ceremonial events.

L19:02

- i. Occasional Teachers may make a written request to the Superintendent of People, Leadership and Culture or designate for a leave of absence of up to one (1) year.
- ii. The submission of this request must occur at least one (1) month prior to the commencement of leave, and must be submitted on the Board-approved form (HR001). The form can be requested through PLC@ugdsb.on.ca.

In the event of extenuating and compassionate family circumstances, the timelines may be waived by the Board.

- iii. Occasional Teachers cannot take more than two (2) consecutive one (1) year leaves of absence.
- iv. The next printed Occasional Teacher Roster shall indicate both the temporary unavailability of the Occasional Teacher, and the expected date of that Teacher's return.
- v. It is understood that such requests shall not be made in concert or in combination or by common understanding.

L19:03 The Board shall not include Occasional Teachers on leaves of absence in the total number of Occasional Teachers on the Roster.

L – ARTICLE 20 – PREGNANCY AND PARENTAL LEAVE

See also Part A: Central Agreement [LETTER OF AGREEMENT #6 Re: Status Quo Central Items as Modified by this Agreement](#) (Section 1. Pregnancy Leave Benefits)

L20:01 Pregnancy and Parental Leave for an Occasional Teacher on a Long-Term Assignment shall be in accordance with the Employment Standards Act.

L20:02 Pregnancy SEB Plan

For clarity: Supplemental Employment Benefits (SEB) are only applicable for maternity leave purposes.

- a) The Board 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 she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

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

L – ARTICLE 21 – COMPASSIONATE CARE LEAVE

See also Part A: Central Agreement [C8.00 Statutory Leaves of Absence/SEB](#)

Note: See Part A: Central Agreement C8.00 for payment eligibility of Supplemental Employment Benefits

- L21:01 “Compassionate Care Leave” means an unpaid leave taken for the purposes of caring for or supporting a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- L21:02 A Compassionate Care Leave may be taken by an Occasional Teacher on a Long-Term Assignment for up to eight (8) weeks until the original end date of the LTO assignment, or upon the return of the absent teacher, whichever comes first.

- L21:03 All requirements outlined in the Employment Standards Act must be met for the leave to be granted.

L – ARTICLE 22 - EVALUATIONS

- L22:01 Only Supervisory Officers, Principals and Vice-Principals shall evaluate an Occasional Teacher.
- L22:02 An Occasional Teacher shall receive at least one (1) school day's prior notice of any formal classroom observation.
- L22:03 A pre-evaluation meeting shall take place between the evaluator and the Occasional Teacher on a Long-Term Assignment prior to any formal classroom observation.
- L22:04 The Board shall provide the Occasional Teacher with a written copy of the summative report, signed by the evaluator, within twenty (20) days following completion of the evaluation process.
- L22:05 Nothing within this Article shall be construed as limiting the right of the Principal, Vice-Principal, or Supervisory Officer to observe the Occasional Teacher without notice when there is concern about the management of a class.
- L22:06 The Board will inform the Bargaining Unit prior to the development of, and/or prior to making changes to, the Board's policies and procedures regarding occasional teacher performance appraisals.
- L22:07 Should an Occasional Teacher on a long-term assignment request an evaluation, such an evaluation will take place within thirty (30) days and Articles L22.02, L22.03, L22.04 shall apply.
- L22:08 All evaluations shall be in accordance with Board policies and procedures regarding Teacher Performance Appraisals.

L – ARTICLE 23 – TERMINATION OF LONG-TERM ASSIGNMENTS

- L23:01 Whenever possible, the Board will make every effort to inform an Occasional Teacher on a Long-Term Assignment of the start and end date of an assignment prior to the commencement of the assignment.

In the event that the replaced teacher returns before the scheduled end date, the Occasional Teacher shall be terminated with no less than four (4) days' notice or the equivalent pay in lieu of notice.

- L23:02 In the case of an LTO assignment with an undetermined end-date, the Occasional Teacher shall be terminated with not less than four (4) days' notice, or the equivalent pay in lieu of notice, in the event that the teacher being replaced returns.

L23:03 Article L23:01 and L23:02 (above) shall apply only if the termination occurs because the replaced teacher returns prior to the anticipated date of return. Termination for any other reason shall be subject to Just Cause article L27.01.

L23:04 In the event that a Long-Term Occasional Teacher cannot complete the LTO assignment, the Teacher will provide no less than five (5) teaching days' written notice to the Principal/Vice Principal and the Manager of Secondary Staffing. This clause may be waived at the sole discretion of the Board for extenuating or compassionate circumstances.

L – ARTICLE 24 - GRIEVANCE PROCEDURE

See also Part A: Central Agreement [C5.00 Central Grievance Process](#)

L24:01 Intent and Definition of Grievances

It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

L24:02 Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher, a Union representative (if the teacher desires) and the Occasional Teacher's principal or appropriate supervisor. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.

L24:03 Step One

If the dispute is not settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within fourteen (14) school days of the Occasional Teacher becoming aware of the circumstances giving rise to the complaint, or after the date when the event could reasonably been detected, to the Superintendent of People, Leadership and Culture or designate. The written notice shall contain:

- a) a description of the complaint,
- b) clauses alleged to have been violated, listed by specific number, and
- c) the settlement requested.

The Superintendent of People, Leadership and Culture, or designate, shall provide a written answer within fourteen (14) school days of receipt of the grievance.

L24:04 Step Two

If the grievance is not settled on the basis of the answer given in Step One, the Union shall, within seven (7) school days of receipt of the Step One answer, notify the

Superintendent of People, Leadership and Culture or designate, in writing, that a grievance meeting is requested.

The Superintendent of People, Leadership and Culture or designee and other persons that the Superintendent of People, Leadership and Culture or designee deems appropriate, shall meet with up to three (3) members of the Union including the grievor, should the grievor wish to attend the meeting, within fourteen (14) calendar days of receipt of the notice. The Superintendent of People, Leadership and Culture, or designee, shall provide a written answer within seven (7) school days of the meeting being held.

L24:05 Step Three

If the grievance is not settled on the basis of the answer given in Step Two, the parties may:

- (a) Agree in writing to submit the grievance to a mutually agreed-upon single arbitrator in Step Three, rather than an Arbitration Board. In the event that the parties are unable to agree upon the name of a single Arbitrator, the parties may request the Ministry of Labour to make the appointment.
- (b) Refer to a Board of Arbitration in which case the Union shall within seven (7) school days of the receipt of the answer given in Step Two, notify the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to the Arbitration Board.

The Director of Education or designee shall, within seven (7) school days, inform the Union of the Board's appointee to the arbitration board.

The two (2) appointees shall, within seven (7) school days, or such longer time as they may agree upon, appoint a third person who shall be the Chair.

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chair within the time limit, either the Union or the Board may request the appointment of a chair by the Ministry of Labour.

L24:06 The Arbitration Board, or single Arbitrator, shall hear and determine the grievance and shall issue a decision that is final and binding upon the Parties.

L24:07 The Arbitration Board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

L24:08 Each Party shall bear the fee and/or expenses of its Appointee to the Arbitration Board and any fees and/or expenses of the Chair or single Arbitrator shall be borne equally by the parties. Each Party shall bear its own expenses respecting legal counsel and appearances throughout the procedure.

L24:09 One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the Parties.

L24:10 Group Grievance

- a) If the Board has a complaint with respect to the Union or the Federation, it shall submit its grievance in accordance with the provisions of Step Two, except that the notice shall be to the President or designate of the Union. The President or designate of the Union shall provide the answer to the Board, within seven (7) school days.
- b) The Union may file a grievance on behalf of two (2) or more Occasional Teachers commencing at Step Two.
- c) Group grievances may only be filed within fourteen (14) school days of either Party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) school days after the event when the event could reasonably have been detected.

L24:11 Grievance Mediation

Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance/arbitration procedure shall continue from the point at which they were frozen.

L – ARTICLE 25 – OCCUPATIONAL HEALTH AND SAFETY

- L25:01 The Board agrees to provide safe and healthy conditions of work for its Occasional Teachers and to carry out all of its duties and obligations under the Occupational Health and Safety Act and its regulations. It is understood that a perceived violation of the Occupational Health and Safety Act is not grievable.
- L25:02 The Federation agrees to assist the Board in maintaining proper observation of health and safety rules.
- L25:03 All reported incidents of violent or aggressive behaviour at a work location, which may negatively impact the safety of any or all members of the Occasional Teachers' Bargaining Unit shall be brought to the attention of the Joint Health and Safety Committee.

- L25:04 (a) It is the responsibility of the member to report to the Principal any unsafe equipment or process, which, in the Member's opinion appears to be unsafe or hazardous.
- (b) Should the Principal not address the situation in a timely or safe manner the member may refer the matter to the Joint Health and Safety Committee.
- (c) Where equipment or facilities are deemed unsafe for use (requiring repair or replacement) as a result of an inspection by a Board designated employee, such equipment or facility shall be clearly tagged. The tag shall identify the name of the person performing the inspection, non-conformance noted and status of the equipment (repair or replacement and work order number as applicable).
- The record of the inspection shall be forwarded to the Principal for communication with the applicable teacher(s).

- L25:05 The Board will reimburse each Occasional Teacher in a Long Term Occasional assignment who is required to wear safety footwear up to a maximum of \$250.00 per school year for CSA approved protective footwear, upon receipt of proof of purchase.
- Occasional Teachers in a Long Term Occasional assignment who fail to wear or fail to use the safety equipment provided/funded by the Board, which is required for their job, may be subject to disciplinary action.

L – ARTICLE 26 - NO STRIKES AND NO LOCKOUTS

- L26:01 There shall be no strike or lock-out during the term of this agreement. The terms "strike" and "lockout" shall be as defined in the Labour Relations Act.

L – ARTICLE 27 – JUST CAUSE & UNION REPRESENTATION

- L27:01 No Occasional Teacher shall be demoted, suspended, disciplined, or dismissed without just cause.

The Board shall provide such just cause in writing to the Occasional Teacher within ten (10) calendar days from the time the Occasional Teacher receives notice of any such action.

- L27:02 A teacher who is required to attend a formal disciplinary meeting with school administration has the right to have union representation at that meeting and will be so informed by the Board prior to said meeting.
- L27:03 Where possible, the meeting shall take place before the imposition of actions listed in article L27.01. Otherwise such meeting shall take place in a timely manner.
- L27:04 An Occasional Teacher's name shall be removed from the Occasional Teacher Roster for the following reasons:

- a) A non-probationary Occasional Teacher is removed for just and sufficient cause.
- b) A probationary Occasional Teacher is removed using a lesser standard of just cause as determined by the Board. The standard of just cause shall be consistent with the purpose of a probationary period and the length of employment of the employee, and the discharge of probationary employees shall not be done in a manner that is arbitrary, discriminatory, or in bad faith

The Board shall provide such cause in writing to the teacher within ten (10) calendar days from the time the Occasional Teacher receives notice of any such action.

The Occasional Teacher asks to have their name removed from the Roster

- d) effective September 1, 2024, the Occasional Teacher fails to work a minimum of thirty (30) days within one (1) school year unless:
 - i. the Occasional Teacher is on an approved leave of absence;
 - ii. there is a reduction in the length of the official school year, in which case the Board will adjust the number of required days proportional to the reduction in the number of days.
 - iii. the Occasional Teacher is hired mid-year, in which case the Board will adjust the number of required days proportional to the reduction in the number of days.
- e) the Occasional Teacher fails to return the annual renewal form within the prescribed timeline, which shall not be less than one month;
- f) the Occasional Teacher has accepted a full-time permanent teaching assignment with the Board.
- g) failure to inform the Board, via the Board's electronic call out system, of any unavailability which lasts for more than thirty days.

L27:05 An Occasional Teacher has the right to Union representation.

L27:06 A meeting shall take place between a Board representative and the Occasional teacher to discuss the imposition of any actions listed in article L27.04 a) and b). An Occasional Teacher has the right to have union representation at that meeting and will be so informed by the Board.

L – ARTICLE 28 – LEAVE FOR UNION BUSINESS

L28:01 At the request of the Bargaining Unit, the Board shall grant paid release time to the Bargaining Unit President or designate in order to conduct Union business.

L28:02 The Person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, pension and the accumulation of seniority, sick leave and

teaching experience as if employed by the Board as an Occasional Teacher on a Long-Term Assignment.

- L28:03 Effective the School Year commencing in September, 2016, the Union will reimburse the Board for costs incurred under clauses L28:01 and L28:02 as follows; The Board shall pay the entire cost of the President's salary and the Bargaining Unit shall reimburse the Board an amount equal to sixty-seven percent (67%) of the Minimum of Category II (as per the OSSTF TBU Collective Agreement salary grid).
- L28:04 When the District President comes from the Occasional Teachers' Bargaining Unit, the Board shall grant 0.5 (half-time) paid release to that Occasional Teacher at the Long-Term Occasional Teacher Rate. Benefits and 100% credit for teaching experience shall be governed by the terms of this Collective Agreement. The Union shall reimburse the Board for this expense at Category 3, Year 0. Reimbursement shall not exceed the actual salary paid.
- L28:05 A teacher on the OT Roster, if appointed or elected to positions with Provincial OSSTF, OTF, OFL or CLC, shall be granted a leave of absence without pay from the OT Roster with no loss of seniority for the total duration of the time spent in the service of these organizations.

L – ARTICLE 29 – NEGOTIATING COMMITTEE

- L29:01 The Board shall pay up to four (4) Occasional Teachers involved in negotiations for scheduled meetings with the Board as if they were employed on a long-term assignment.

L – ARTICLE 30 - DATA FOR NEGOTIATIONS

- L30:01 Upon written request submitted at least five (5) working days in advance, the Board shall provide the Bargaining Unit with a copy of available data relevant to the negotiation of this Collective Agreement as follows:
- a) a statement of the current operating budget;
 - b) a statement of current operating expenditures;
 - c) information on current staffing, class size data filed with the Ministry of Education and current enrolment;
 - d) public documents received from government sources which relate to the funding and operation of the Board;
 - e) public minutes from the Board meetings; and
 - f) A statement of the total number of occasional teaching days for the previous school year.

L – ARTICLE 31 – LEAVE FOR COLLEGE OF TEACHERS

- L31:01 When a member of the College of Teachers is a member of the Occasional Teachers' Bargaining Unit, the Board shall grant up to fifty (50) paid release days to that Occasional Teacher at the Long-Term Occasional Teacher Rate provided that the College of Teachers agrees to reimburse the Board for the full cost of the release time as outlined in clauses L31:01 and L31:02.
- L31:02 The Person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, pension and the accumulation of seniority, sick leave and teaching experience as if employed by the Board as an Occasional Teacher on a Long-Term Assignment.

L – ARTICLE 32 - MEDICAL PROCEDURES

- L32:01 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. An Occasional Teacher shall not be subject to discipline for refusing to administer medication, except in a life-threatening situation.
- L32:02 Occasional Teachers shall not perform any of the following physical procedures:
- a) manual expression of bladder/stoma;
 - b) postural drainage;
 - c) sterile intermittent catheterization; and
 - d) tube feeding.
- L32:03 For actions taken by any Occasional Teacher in following the Board's Policy on medical procedures, Policy # 509 - Health Support Services, the Board shall indemnify and save harmless said Occasional Teacher from any and all liability.

L – ARTICLE 33 – USE OF BOARD COURIER & MEETING SPACES

- L33:01 The Bargaining Unit shall continue to have access to the Board's courier service for communication with its members and with the Board's representatives.
- L33:02 The Board shall provide bulletin board space in every secondary school for use of the Bargaining Unit to post notices relating to matters of interest to members of the Bargaining Unit.
- L33:03 The Bargaining Unit shall have the right to conduct Union business on the Board's premises, subject to the principal's approval.

L – ARTICLE 34 – PROFESSIONAL DEVELOPMENT DAYS

See also Part A: Central Agreement [C12.00 Occasional Teachers and PA Days](#)

- L34:01 The Board shall provide information to the Bargaining Unit about the professional development activities provided by the Board.

- L34:02 Participation or non-participation in a Professional Activity Day which occurs during a Long-Term Occasional Teacher's assignment shall not be considered an interruption in the calculation of a Long-Term Occasional Teacher's assignment.
- L34:03 An Occasional Teacher on a Long-Term Assignment who is scheduled to work where there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled Professional Activity sessions.
- L34:04 An Occasional Teacher on a Short-Term Assignment may attend, without pay, scheduled Professional Activity Days arranged by the Board or the Union. Requests are to be made to the activity organizer and approval is subject to the activity organizer's discretion.

L – ARTICLE 35 - PANDEMIC

- L35:01 In the event of a pandemic which impacts upon the Upper Grand District School Board, the parties agree to meet to discuss possible collective agreement changes required to allow for the continued operation of Board/School functions with a reduced staff.

L – ARTICLE 36 – WORKPLACE ACCOMMODATIONS

- L36:01 The Board and the Bargaining Unit acknowledge their mutual responsibility to cooperate in the provision of workplace accommodations in accordance with prevailing legislation. It is further understood that accommodation shall focus on dignity, respect, individualization, and participation.
- L36:02 The parties recognize that employees who require accommodation have obligations to cooperate in the process, including the communication of any medically documented limitations and/or restrictions as reasonably required by the Board.
- L36:03 If an employee has Limitations and/or restrictions requiring an accommodation, the Board shall consult with the employee in determining an appropriate accommodation.
- L36:04 Prior to arranging an Early and Safe Return to Work Plan (ESRTW), the Board shall consider, among other factors, the employee's pre-injury/pre-disability assignment, current functional abilities and the essential duties of the pre-injury/pre-disability assignment.
- L36:05 The parties recognize that the duty to accommodate has both a substantive and a procedural component. As such, it is understood that the Board, the Union, and the employee(s) have a shared responsibility to participate in good faith in the accommodation process.
- L36:06 An employee/member has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The employer shall notify the employee/member of this right.

L36:07 Should the Board request an Independent Medical Examination (IME), the Board shall endeavour to ensure that the employee's gender preference for a doctor will be accommodated when requested. Where possible, a list of available qualified practitioners shall be provided to an employee to choose from. It is understood that the doctor selected by the Board is required to maintain the confidentiality of the medical diagnosis of the employee. The member shall follow up with their physician directly to review or request the results of such.

L – ARTICLE 37 – TERM OF AGREEMENT

See also Part A: Central Agreement [C2.00 Length of Term/Notice to Bargain/Renewal](#)

- L37:01 This Agreement shall be in effect from and shall continue in force to and including, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not more than ninety (90) days or less than thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- L37:02 Notwithstanding Article L37.01, either party may notify the other in writing, between April 1 and thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- L37:03 If either party gives notice of its desire to negotiate amendments in accordance with Article L37.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- L37:04 No changes can be made to this Agreement without the written mutual consent of the parties.

SIGNATURES

Dated at Guelph, Ontario this 21 day of October, 2024.

On behalf of the Union

Christine Kerr

Amanda South

Am L.

Budman

On behalf of the Board

[Signature]

L – LETTER OF INTENT

Between

Upper Grand District School Board

and

The Ontario Secondary School Teachers' Federation

Representing District 18

Occasional Teachers employed by the Board in the Secondary Panel

RE: Provision of Information

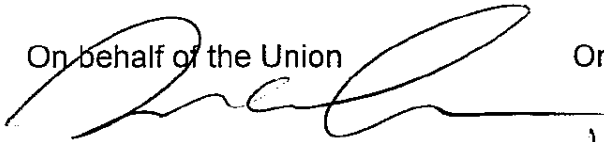
As part of the continuing implementation of the Board's automated payroll system (SDS system) the Board will provide the following information when available:

- 1) a letter stating the total number of days of short-term and long-term occasional teaching days for the previous school year;
- 2) information on the occurrence of absences among secondary school teachers, including a breakdown of the length of absences.

When available, the above information will be provided to the Bargaining Unit by September 15th each year.

Dated at Guelph, Ontario this 23rd day of June, 2009.

On behalf of the Union



Diane Horne

On behalf of the Board



Mantle Rogers

L – LETTER OF AGREEMENT

Between

Upper Grand District School Board

and

The Ontario Secondary School Teachers' Federation

Representing District 18

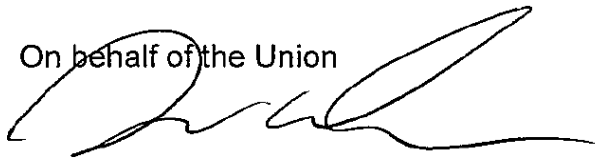
Occasional Teachers employed by the Board in the Secondary Panel

The parties agree that:

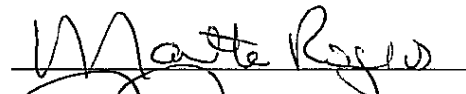
1. The Board shall pay for the cost of obtaining the Criminal Records Check and/or offence declaration required under Reg. 521/01 for employees currently on staff who were hired prior to April 1, 2002 provided the employee completes the required permission form and authorizes the Board to obtain the CRC.
2. The Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 or any subsequent regulation or law are stored in a secure location separate from the employee's personnel file. Access to such records shall be strictly limited to the Superintendent of Human Resources and those staff who must have access to the information in order to search, collect and use the information.
3. The Board shall not release or report to the Ontario College of Teachers any information about an employee obtained pursuant to Regulation 521/01 unless required to do so under another Act or Regulation.

Dated at Guelph, Ontario this 23rd day of June 2009 .

On behalf of the Union


Deane Horne

On behalf of the Board


M. Rogers

L – LETTER OF AGREEMENT

Between

Upper Grand District School Board

and

The Ontario Secondary School Teachers' Federation

Representing District 18

Occasional Teachers employed by the Board in the Secondary Panel

Re: Smart Find Express System/Labour Management Committee

The parties agree that they will continue to work together to discuss issues around the implementation of the Smart Find Express System. Any further discussions shall occur at the Labour Management Committee.

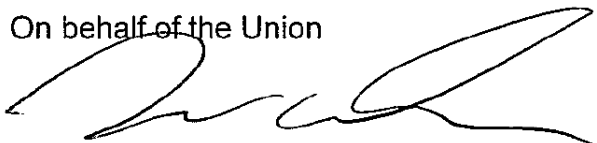
Discussions shall include, but not be limited to:

- reports that may be available from the system
- information provided on the system
- providing reports including place(s) and the number of days worked, subjects willing to teach, schools willing to teach, days of work

The Board will insure the Bargaining Unit has an opportunity to discuss and review any proposed modifications and the protocols of the system, at least once a year and prior to implementation of such changes.

Dated at Guelph, Ontario, this 23rd day of June, 2009

On behalf of the Union



Diane Horne

On behalf of the Board



Mark Regis

PART C:

RETAINED LANGUAGE FOR HISTORICAL REFERENCE

The following articles have been retained for historical reference and do not apply to this agreement.

RETAINED FROM 2008-2012 LOCAL ARTICLE 18 – SICK LEAVE

- L18:01 An Occasional Teacher on a Long-Term Assignment shall be granted pro-rated sick leave credits on the formula of twenty (20) days per year if working full-time.
- L18:02 Sick leave days accumulate at the rate of two (2) days per month and are accorded at the end of each month of the teaching assignment.
- L18:04 Notwithstanding clause L18.03, if an Occasional Teacher on a Long-Term Assignment is appointed to a Long-term assignment at the same school, or to probationary or permanent staff of the Board for the ensuing school year, without an intervening break in employment, the employee shall carry forward as a credit any accumulative sick leave balance as of the preceding June 30th.

RETAINED FROM 2008-2012 LOCAL ARTICLE 34 – PROFESSIONAL DEVELOPMENT DAYS

- L34:03 ... It is understood that this clause does not apply to the last Professional Activity Day in the school year except where the assignment continues to the next school year or unless the Principal, following consultation with the Senior Administrator of Human Resources or designate, requests the Occasional Teacher on a Long-Term Assignment's attendance.

RETAINED FROM 2014-2017 LOCAL ARTICLE 17 – BENEFITS

- L17:01 Subject to the agreement of the carriers, an Occasional Teacher may access the Teachers' medical and dental benefits package via the Board's Secondary LTO Teachers' benefit package. The Occasional Teacher is responsible for requesting benefits coverage. The following conditions shall apply:
 - a) all benefits are to be paid one hundred percent (100%) by the Occasional Teacher;
 - b) the Board shall receive premium payments from the Occasional Teacher and remit premiums to the carriers;
 - c) benefits must be prepaid six (6) months at a time by the Occasional Teacher providing six cheques post dated for the beginning of each month for the period of benefit coverage;

- d) an Occasional Teacher who withdraws from the benefits plan is not entitled to any rebate. However, the Board would attempt to obtain a rebate from the carrier(s) on behalf of the teacher and, if successful, would pass on any rebate to the teacher.
- e) notwithstanding (a), Occasional Teachers on Long-Term Assignments who have completed an F.T.E. (full-time equivalent) assignment of 96 consecutive days and have a further F.T.E. (full-time equivalent) assignment shall become eligible for benefits on the same basis as regular secondary teachers via the Board's Secondary LTO Teachers' benefit package.

It is understood that a break in service of up to five (5) consecutive days and/or July/August will be considered as continuous service.

- f) upon becoming eligible, the board will contribute one-twelfth (1/12) of the annual amount stipulated in the secondary agreement for each month of continuous F.T.E. service, after the eligibility period.
- g) benefits will conclude at the end of the assignment unless there is no break in service.

L17:02 Any changes to the Board's Secondary LTO Teachers' benefit package or any changes of the carrier, must provide at least the equivalent coverage of benefits.

RETAINED FROM 2014-2017 LOCAL ARTICLE 18 – SICK LEAVE FOR OCCASIONAL TEACHER ON LONG-TERM ASSIGNMENTS

- L18:01 Sick leave shall be used for sick leave purposes only in the current school year of employment, and shall not accumulate from one (1) school year to another. Where a teacher is placed on two (2) two or more occasional assignments within the same school year, sick leave shall be cumulative for that school year only.
- L18:02 An Occasional Teacher on a Long-Term Assignment who is absent due to illness must submit, if requested by the Principal, medical certification of such illness from a qualified physician.