

Collective Agreement Between



The Ontario Secondary School Teachers Federation
(hereinafter called the “OSSTF” or Union)
Representing
The Ontario Secondary School Teachers Federation -
Northern Shield Occasional Teachers’ Bargaining unit

And



The Keewatin-Patricia District School Board
(hereinafter called the “Employer” or “Board”)

September 1, 2019
To
August 31, 2022

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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 three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.

- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.
- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.

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

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will 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 his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

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

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

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

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

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

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

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

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

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

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: <i>(Please print)</i>		Employee Signature:	
Employee ID:		Telephone No:	
Employee Address:		Work Location:	
1. Health Care Professional: The following information should be completed by the Health Care Professional			
Please check one:			
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3			
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.			
First Day of Absence: _____		General Nature of Illness <i>(please do not include diagnosis)</i> : _____	
Date of Assessment: dd mm yyyy			
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.			
PHYSICAL (if applicable)			
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other <i>(please specify)</i> :	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other <i>(please specify)</i> :	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other <i>(please specify)</i> :	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other <i>(please specify)</i> :
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other <i>(please specify)</i> :	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other <i>(please specify)</i> :	Use of hand(s): Left Hand Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(please specify)</i> : <input type="checkbox"/> Other <i>(please specify)</i> :	

**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2
BETWEEN**

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #3
BETWEEN**

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.

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

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Where best practices are identified by the committee, those practices will be shared with school boards.

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

**LETTER OF AGREEMENT #6
BETWEEN**

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

**LETTER OF AGREEMENT #7
BETWEEN**

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #8
BETWEEN**

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

**LETTER OF AGREEMENT #11
BETWEEN**

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

LETTER OF AGREEMENT #12

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

RE: E-Learning Implementation Committee

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

**LETTER OF AGREEMENT #13
BETWEEN**

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

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 #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

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

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees’ Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

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

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

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

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph 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 TERMS

L1:00 PURPOSE

L1:01 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.

L2:00 SCOPE AND RECOGNITION

L2:01 The employer being the Keewatin-Patricia 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 Secondary School Occasional Teachers employed by the Board .

L2:02 Each year the Bargaining Unit will provide to the Board the names of those who are authorized to act on behalf of the Union.

L3:00 DEFINITIONS

L3:01 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act.

L3:02 "Bargaining Unit" shall mean the Ontario Secondary School Teachers' Federation Northern Shield Occasional Teachers' Bargaining Unit.

L3:03 "Union" shall mean the Ontario Secondary School Teachers' Federation.

L3:04 "Probationary Occasional Teacher" is a newly hired Occasional Teacher who shall be on probation for twenty-five (25) teaching days (a teaching day may be less than 1.0) as an Occasional Teacher and will not have access to the grievance procedure in instances of demotion, discharge, dismissal or discipline. Notwithstanding, a surplus or retired Teacher of the Board would be considered to be a non-probationary Occasional Teacher.

L3:05 "Long Term Occasional Teacher" shall mean a Teacher who is required to teach for a period of 10 or more consecutive teaching days as a substitute for the same Teacher.

L3:06 "Daily Occasional Teacher" shall mean an Occasional Teacher who is not a Long Term Occasional Teacher.

L3:07 "Unqualified Occasional Teacher" shall mean a person who does not have a Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers, who is approved by the Board for inclusion on an Emergency Unqualified Occasional Teacher List.

L3:08 "Occasional Teacher Roster" means a database containing the names of all Occasional Teachers approved by the Board to teach as an Occasional Teacher with the Board and who have paid their membership fees to OSSTF-Northern Shield Occasional Teachers Bargaining Unit.

- L3:09 "Secondary Teachers" shall mean the Secondary Teachers, other than Occasional Teachers, employed by the Board in its secondary panel.
- L3:10 "Recognized Teaching And Related Experience" shall mean, teaching experience as outlined in Articles 11:13 and 11:14.
- L3:11 School Term shall mean the first semester (September-January) or the second semester (February through June).
- L3:12 "Board" shall mean the Board and its predecessors.

L4:00 UNION DUES AND ASSESSMENTS

- L4:01 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the Provincial Office of the Union within thirty (30) days of the dues being deducted for secondary occasional teaching days.
- L4:02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, dues and assessments deducted, and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form. A copy of this list and these deductions shall be forwarded to the President of the Bargaining Unit after each submission to the Treasurer of OSSTF (60 Mobile Drive, Toronto, Ontario M4A 2P3).
- L4:03 The Board shall provide the Local President access through the automated call out system at the level of school principal to generate reports including, but not limited to, total number of absences of secondary school teachers, and the total number of daily and long term occasional teaching assignments.
- L4:04 The Board shall deduct from the first pay cheque issued to each Occasional Teacher, each school year, the Occasional Teacher Bargaining Unit levy. The Board shall forward to the Bargaining Unit the monies collected before January 31 and July 31 of each year. Unless otherwise notified, the levy shall be a one-time payment of ten dollars (\$10.00). A copy of this list of Occasional Teachers and these deductions shall be forwarded to the President of the Occasional Teacher Bargaining Unit.

L5:00 RIGHTS AND RESPONSIBILITIES

Reasonable Exercise of Rights

- L5:01 The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement and the prevailing statutes.

Statutory Responsibilities

L5:02 The Board agrees to comply with the Education Act, the Employment Standards Act, the Ontario Human Rights Code, the Occupational Health and Safety Act, and any other applicable statutes governing education and employment, and all regulations thereunder.

No Penalty

L5:03 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the activities of the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

No Discrimination

L5:04 The Board and the Occasional Teachers agree that there shall be equal treatment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, or because of participation in the activities of, or membership in, the Union.

Evaluations

L5:05 Only supervisory officers, secondary principals and vice-principals shall evaluate an Occasional Teacher's competence. No member of a union shall be required or requested to evaluate an Occasional Teacher's competence.

L5:06 Occasional Teachers shall be evaluated upon request of an Occasional Teacher, or the Employer.

L5:07 The jointly developed Occasional Teacher Performance Appraisal Procedure (Appendix C), as applicable to the particular status of the Occasional Teacher (Daily, Long Term, or Probationary) shall be used for the appraisal of Occasional Teachers. The procedure may be amended from time to time following joint discussions with the Board and the Bargaining Unit.

Just Cause

- L5:08
- a) i) No Occasional Teacher, who has completed the probationary period, shall be demoted, discharged, dismissed, disciplined in any way, have his or her name removed from the list(s), or fail to be assigned work as a result of performance or conduct, without just and sufficient cause. Such cause shall be provided to the Occasional Teacher and the Bargaining Unit President in writing.
 - ii) Notwithstanding a) i) above, a probationary Occasional Teacher who has been demoted, discharged, dismissed, or disciplined, will be provided a written explanation of any such actions with a copy to the Bargaining Unit President.
 - b) In circumstances outlined in a), except in extenuating circumstances the Board shall hold a meeting as soon as possible between the Occasional Teacher and a Board representative to discuss the matter. In every case there shall be a meeting. The Occasional Teacher shall have the right to have a Union representative present.

- c) The Employer further recognizes the right of OSSTF to represent a member at any meeting when the conduct or competence of the member is being considered or any meeting with a member where an investigation of allegations of misconduct or incompetence is taking place. Further to this, the employer shall inform the employees of their right to OSSTF representation.

Non-Harassment

L5:09 The Parties recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Board shall take such actions as are necessary as per Board Policy.

L6:00 PERSONNEL FILE

L6:01 The Board agrees to abide by the provisions of the Freedom of Information and Protection of Privacy Act, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.

L6:02 Personnel files regarding performance or contractual status issues will be maintained in a secure manner within Human Resources.

L6:03 An Occasional Teacher, either alone or accompanied by one (1) other person, shall have access to the Occasional Teacher's personnel file under the Supervision of the Human Resources Manager or designate. Such access shall be upon prior arranged appointment.

L6:04 Occasional Teachers shall receive copies of any formal evaluations or letters of discipline placed in their personnel file within five (5) days of the material being filed.

L6:05 The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

L6:06 An Occasional Teacher has the right to challenge, in writing, the accuracy or completeness of information referred to in 6:04 and 6:05. The Occasional Teacher's written submission shall become part of the file.

L6:07 An Occasional Teacher may request to have copies of pertinent materials placed in his or her central personnel file.

L6:08 An Occasional Teacher may make a written request to the Human Resources Manager that a written warning or disciplinary material be removed from his/her personnel file after two (2) years. Should there be no re-occurrence of the actions giving rise to the written warning or disciplinary letter, the material shall be removed.

L7:00 COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

L7:01 The Board shall provide an electronic copy of the current collective agreement to all Occasional Teachers on the Occasional Teacher Roster and to any Occasional Teacher who may be hired throughout the term of this agreement. Further, the Board shall provide an electronic copy to the principal of each secondary school under the jurisdiction of the Board.

L7:02 The Board shall provide any newly hired Occasional Teachers, with an information package to be supplied by the Union.

L8:00 OCCASIONAL TEACHER ROSTER

L8:01 The Board shall have only qualified Teachers on the Roster. Unqualified Teachers will only be called in as mutually agreed between the parties.

- L8:02
- a) Only those Occasional Teachers whose names are on the Roster shall be called for Daily and Long Term Occasional teaching assignments.
 - b) Where no one currently in the employ of the Board is available to work and Human Resources has provided prior approval, individuals recommended by a Principal/Vice Principal may be used for coverage. In such cases, the Bargaining Unit will be advised.

L8:03 It is the responsibility of the Occasional Teacher to keep their contact information current with the Human Resources Office through the utilization of the Employee Self Service Portal. Instructions are available by contacting Human Resources.

- L8:04 An Occasional Teacher's name shall be removed from the Roster for the following reasons:
- a) they are removed for just and sufficient cause;
 - b) they ask, in writing, to have their name removed from the Roster;
 - c) they fail to complete the annual Offence Declaration by the first school day of each school year.
 - d) they fail to complete the mandatory training modules within the timelines provided by the Board. Members on an approved leave of absence shall be exempt from this requirement;
 - e) They resign;
 - f) They do not work in any capacity for the Board for a full school year. Occasional Teachers who are on an approved leave of absence are exempt from this requirement. Days worked in the capacity of union work will count as work for the Board for the purposes of this Article.

L8:05 It is incumbent upon Occasional Teachers to manage their calendar in the call in system with regard to their availability or non-availability for work.

L9:00 CALLING OF OCCASIONAL TEACHERS

L9:01 When a known Long Term Occasional position declared by the Board becomes available, the Board will notify the Bargaining Unit President and post such notice for five (5) days using the on-line system, following which the position may be filled. Positions may be advertised externally subsequent to or simultaneously with internal postings. Internal applicants shall be given first consideration.

L9.02 It is understood that occasional Teachers who have already accepted long term assignments for some or all of the period covered by the posted assignment are not eligible to be considered for the position, unless the posted position requires specific qualifications held by an individual Teacher already in a Long Term Occasional Assignment. If the posted assignment allows the individual to move from a 0.5 position to a 1.0 LTO assignment, the Board and the Bargaining Unit shall discuss the possibility of a transition of the member from 0.5 to 1.0 FTE.

L9.03 The Board and the Bargaining Unit agree to continue to work together to resolve call-in issues which may arise over the term of this collective agreement. It shall be the responsibility of the Bargaining Unit, through member communication and without fear of reprisal, to bring these matters forward to Human Resources.

L10:00 JOB VACANCIES: SECONDARY SCHOOL TEACHING POSITIONS

L10:01 The Board shall forward to the President of the Occasional Teacher’s Bargaining Unit copies of all job postings for full-time and part-time teaching positions.

L10:02 The Board will post vacancies for the period defined in the TBU collective agreement prior to the closing date in order to allow sufficient time for all interested and qualified Occasional Teachers to make application. Upon request, an occasional Teacher who was unsuccessful in their application for a position shall receive a verbal debriefing from the Principal.

L11:00 SALARY

L11:01 Effective upon the date of ratification of this Collective Agreement, the Board shall pay rates of remuneration for Daily Occasional Teachers as follows:

(All rates are deemed to include statutory holiday pay, vacation pay and pay in lieu of benefits)

DAILY OCCASIONAL TEACHER RATES	Qualified	Unqualified
Effective August 31, 2019	\$245.85	\$184.39
Effective September 1, 2019	\$248.31	\$186.23
Effective September 1, 2020	\$250.79	\$188.09
Effective September 1, 2021	\$253.30	\$189.97

L11:02 a) Daily Occasional Teachers shall be paid on a bi-weekly basis, by direct deposit into the bank, trust company or credit union account designated by the Teacher. An Occasional Teacher who changes bank, trust company or credit union shall notify, in writing, the Payroll Department, at least two weeks in advance of the next scheduled payday.

b) An Occasional Teacher who holds a permanent or probationary teaching assignment of 0.5 or more with the Keewatin-Patricia District School Board, and has completed daily Occasional Teacher work will have their pay for their daily occasional work added to their pay for the permanent or probationary position.

L11:03 The Daily Occasional Teacher's remuneration shall be determined either by a half day or a full day worked. Half/full day can be a combination of various assignments that total no more than a regular teaching assignment (where a regular teaching assignment means that no Occasional Teacher shall be assigned duties more than 3.5 periods per day).

L11:04 a) Long Term Occasional Teachers shall be paid for each day of employment at a daily rate of 1/194 of the Secondary Teachers' salary grid according to their qualifications and teaching experience. It is understood that payment on the Secondary Teachers' salary grid includes payment for vacation pay, statutory holiday pay, and payment in lieu of benefits. (Appendix A – Secondary Long Term Occasional Daily Rates Grid)

b) Where an Unqualified Occasional Teacher is employed in a long term assignment, s/he shall be compensated at 1/194 of Group 1, 0 years of experience on the Secondary Salary grid.

L11:05 a) A Long Term Occasional Teacher shall be placed on the Secondary Teachers' salary grid in accordance with the Occasional Teacher's recognized teaching experience and category/group placement effective on the first (1st) day of a single assignment should an assignment replacing the same Teacher extend beyond nine (9) consecutive teaching days.

b) In accordance with Article 11:05 a) the appropriate salary grid will be the grid of the panel, elementary or secondary, in which the assignment occurs. The qualifications and experience will be those of the Occasional Teacher accepting the assignment being applied to the appropriate grid.

c) Should a long term assignment expire prior to ninety school days from their first day worked as an Occasional Teacher (see Articles 11:07 & 11:10), any retroactive adjustment will be protected to the end of ninety school days from their first day worked as an Occasional Teacher.

L11:06 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and will be made available electronically through the Employee Self Service Portal.

L11:07 It shall be the responsibility of the Occasional Teacher to provide the Board with all relevant statements of teaching experience within ninety (90) school days of their first day worked as an Occasional Teacher for retroactive adjustment to the first day of any long term assignment.

Category/Group Placement

L11:08 Each Occasional Teachers' category/group classification on the salary grid shall be determined by the application of the current QECO Programme and/or Certification plan of OSSTF, or at the option of the Occasional Teacher, he or she may continue placement under the previous programme/plan. Should QECO or OSSTF develop a new programme/plan during the life of the collective agreement, the new programme/plan shall apply. An Occasional Teacher who has chosen per the above, to continue placement under a previous programme/plan shall have the option to either continue placement under the chosen programme/plan or to have his/her placement determined according to the new QECO programme/OSSTF Certification Plan.

Where an Occasional Teacher has decided to continue under the current programme/plan and later decides to have his/her placement re-evaluated, he/she must notify the Board when making application. Any such resulting adjustment will be made in accordance with his/her application for re-evaluation and will not be made retroactive any further than the time of his/her re-application.

L11:09 It shall be the responsibility of the Occasional Teacher to provide the Board with a QECO Programme 5 Rating Statement and/or an OSSTF Certification Rating Statement (Current Certification Plan) and any supporting documents within ninety (90) school days of their first day worked as an Occasional Teacher for retroactive adjustment to the first day of the long term assignment.

If receipt of the QECO or OSSTF statement is delayed, as a result of circumstances beyond the Occasional Teacher's control, such retroactive adjustment will not be unreasonably withheld. It shall be the responsibility of the Occasional Teacher to provide proof of his/her timely application for the evaluation.

L11:10 Where an Unqualified Occasional Teacher is employed in a long term assignment, under a Letter of Permission, s/he shall be compensated at the daily rate of Group 1, 0 Years of Experience on the Secondary Salary grid.

L11:11 a) The Record of Employment (ROE) certificates for casual Occasional Teachers will be issued at the end of the school year upon request of the Occasional Teacher. Long Term Occasional Teachers will receive the record of employment at the conclusion of their assignments or at the end of the school year by request.

b) Upon request of daily/casual occasional teachers, Records of Employment will be issued electronically to Service Canada for the Christmas Break, March Break and/or at the end of the school year. Records of Employment are submitted after the final pay for the period is processed.

Records of Employment for those holding Long Term Occasional Positions will be issued automatically for these periods once the final pay has been processed.

L11:12 For the purposes of employment insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

L11:13 Occasional teachers will be credited with experience in days for teaching on a permanent, probationary or long term contract, or performing duties that require a teaching certificate pro-rated for part time teaching and occasional teaching on a daily basis. All such experience shall be totalled, divided by 194 and when this reaches 0.5 of a year the teacher shall be placed on the next grid step. Such credited teaching experience will apply to grid experience when the Occasional Teacher is placed on a Long-Term Occasional teaching assignment.

It is incumbent upon all Occasional Teachers to submit documentary proof of experience to the Board. It is recognized that the primary documentary proof acceptable will be the Teacher's Pension Plan Service Record indicating the summary of experience, or written confirmation from the prior employing Board including the number of days taught, or such other documentation deemed acceptable by Human Resources.

L11:14 Related Experience

An allowance for trade or business experience will be granted to a Long Term Occasional Teacher who is teaching in the area of technological or business studies and whose basic qualifications for admission to a college or faculty of education were technological or business qualifications rather than academic qualifications.

Each year of the related experience in excess of the minimum requirements set out in the Regulations of the *Education Act* will be recognized up to the maximum number of years on the Secondary Salary grid. At the Board's discretion, additional experience for salary purposes may be recognized.

Years of related experience will be equated to qualified teaching experience on a one-to-one basis to the maximum on the Secondary Salary grid. Related experience must be certified by the previous employer(s). Other proof of related experience acceptable to the Director of Education or Designate may be used for this purpose.

The years recognized for related experience will be added to the years recognized for base experience.

A documented request for related experience allowance must be presented to the Director or Designate during the term of the Long Term Occasional teaching Assignment in order for the salary adjustment to be retroactive to the first day of the Long Term Occasional Assignment.

L11:15 Should the Board require an Occasional Teacher to attend a Board sponsored event, be it a workshop, a seminar, health and safety training, or any other such event, the Board will pay either a half day or a full day (or days) as the circumstances dictate. Travel expenses will be paid as per Board Policy.

L12:00 STAFFING

L12:01 Only persons employed by the Board in accordance with this collective agreement or in accordance with the Board's Secondary School Teachers' collective agreement shall be assigned to teach secondary pupils.

L12:02 The Board may assign an Occasional Teacher when a Secondary Teacher is absent.

L13:00 WORKING CONDITIONS

L13:01 The Board recognizes the unique role of the Occasional Teacher and the variety of assignments given. The Board will ensure that each school will:

- a) Provide basic school related information to assist the Occasional Teacher at the beginning of the assignment;
- b) Assign only the regular timetable of the Teacher being replaced including on-calls and supervision assignments;
- c) The School Principal, or designate, will be available to assist the Occasional Teacher in matters of discipline with students.

- d) All Daily Occasional Teachers shall be provided with keys to permit them independent access to all classroom and workspaces necessary to the performance of their duties and the maintenance of a safe, secure environment for all members of the school community.
- e) Any concerns regarding timetable changes should be brought to the attention of the Principal or designate by the Occasional Teacher

L13:02 The Teacher-Board Relations Committee shall meet regularly to monitor the number of Alternative Professional Assignments (APA's) assigned to Daily Occasional Teachers. The monitoring of APA's is to ensure that the number of days in which an APA is assigned will not exceed the proportional level of APA's assigned to probationary or permanent Teachers, on an annual basis.

L14:00 MEDICAL PROCEDURES

Not Responsible for Diagnosis or Medication

L14:01 The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk, injury or liability for negligence.

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.

L15:00 SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCY SCHOOL CLOSURE

L15:01 The automated call-in system shall be used for cancellation of assignments by the school and/or the Occasional Teacher. Notwithstanding the foregoing, a cancellation which occurs with less than twenty-four (24) hours' notice of the assignment start time, shall also be communicated via telephone (school to Occasional Teacher and/or Occasional Teacher to school).

If circumstances require the cancellation of a Daily Occasional assignment without notice two (2) hours prior to the start of class, the Occasional Teacher shall be assigned professional activities by the Principal for:

- a) one-half day and paid for one-half day if called for one half day.
- b) a full day and paid for a full day if called for a full day.

The Occasional Teacher may decline the assignment and forfeit pay.

Late Calls

L15:02 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided she or he arrives within a reasonable time of receiving such late request.

Emergencies

L15:03 In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers will be paid full pay at the applicable rate of pay.

L16:00 OCCUPATIONAL HEALTH AND SAFETY

Work Refusal

L16:01 No Occasional Teacher shall be discharged, penalized or disciplined in any way for making a complaint relating to health and safety or for otherwise seeking to enforce her or his rights in any matter related to health and safety.

Health and Safety Committee

L16:02 The Board agrees to provide Certification Training for one member of the Occasional Teacher Bargaining Unit. Training will be provided at the Board's expense with the Occasional Teacher's time being unpaid.

L16:03 The Board agrees to comply with and to fulfill its obligations under The Occupational Health and Safety Act and Regulations, and any other relevant Acts and Regulations. The Board recognizes its obligation to promote a safe and healthy environment. The Board shall inform the Bargaining Unit President of any incidents which involve or affect members of the Bargaining Unit.

L17:00 TEACHER-BOARD RELATIONS COMMITTEE

L17:01 The Teacher-Board Relations Committee shall be composed of an equal number of members from the Union and the Board. The Union and the Board shall each appoint a Co-Chair either of whom may request a meeting.

L17:02 The Teacher Board Relations Committee shall meet at least two (2) times per school year (once per semester) to discuss any concerns that arise during the year. Such meetings shall be held within two (2) weeks of the request by either party.

L18:00 PAID SICK LEAVE (See also Central Agreement Part A Article C9.1 f)

Long Term Occasional Teachers

L18:01 For absence due to illness or injury in excess of five (5) consecutive days, such Occasional Teacher shall, if requested by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a health care practitioner.

L19:00 VOLUNTARY LEAVE OF ABSENCE

L19:01 Upon written request to the Human Resources Department, the Board agrees to approve a voluntary leave of absence for any Occasional Teacher on the Occasional Teacher Roster. The member's name remains on the Roster during this voluntary leave. Such leave may be for a period up to and including one school year.

L20:00 LEAVE FOR UNION BUSINESS

L20:01 The Board will allow members of the Bargaining Unit enough release time to conduct the business of the Union in accordance with the guidelines set out by the Ontario Secondary School Teachers' Federation. Such released members will receive pay, benefits, teaching experience, seniority and other entitlements under this collective agreement and such leave shall not constitute a break in service.

The Union shall reimburse the Board with respect to its actual costs for such release time.

L21:00 SHORT-TERM PAID LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS

Bereavement Leave

L21:01 Commencing the first working day following the day of death, an employee is allowed a leave, with pay, of up to five (5) consecutive working days on the death of a member of the employee's immediate family. Immediate family includes the employee's spouse or common-law partner with whom the employee resides, parent, children, brother, sister, parent-in-law, grandparent, grandparent-in-law, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian. Additional travel time may be granted at the discretion of the Director of Education or Designate.

Jury Duty

L21:02 A Long Term Occasional Teacher is entitled to a paid leave of absence if ordered for jury duty or is summonsed to be a witness in a court proceeding (not including tribunals) for which the Teacher is not a party. Application for such leave must be in writing to the Director of Education or Designate and must fully articulate the reasons surrounding the request.

Quarantine

L21:03 Leave with pay and without loss of benefits, experience or seniority shall be granted to an employee for a period of quarantine when declared by the Medical Officer of Health or Designate.

L22:00 PREGNANCY/PARENTAL/FAMILY CARE LEAVE (See also Central Terms Letter of Agreement #6)

The Board shall grant to a Long Term Occasional Teacher a Pregnancy/Parental/Family Care leave in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- 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 ten (10) 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. The SEB plan will be implemented as follows:
 - i) The board will pay one (1) week of pay at 100%.
 - ii) The board will then pay seven (7) weeks of top-up from the member's EI rate to 100% of their regular pay.
 - iii) After the 7 weeks of top-up, the board will pay the equivalent of one (1) week of the member's EI amount split up over the following two weeks to ensure that the member does not earn over 100% of their regular pay in any given week.
 - iv) It is understood that the total amount paid by the board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.
 - v) The Board agrees to pay retroactively to September 1, 2019 to all TBU members affected.

L23:00 GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance

L23:01 Any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

It is understood that an employee has no grievance until the matter has been referred to the appropriate principal or designate and an opportunity given to adjust the complaint.

L23:02 Policy Grievance

The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education, and shall proceed through the balance of the grievance procedure outlined herein.

L23:03 Individual Grievance

STEP 1

Grievance(s) must be submitted by the Union in writing to the appropriate Superintendent or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

STEP 2

L23:04 If no settlement is reached, the Union shall file the grievance in writing to the Director of Education with ten (10) school days from the response from the Superintendent or designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the Director of Education. A written response will be provided to the Union from the Director of Education within five (5) school days of the meeting.

STEP 3

L23:05 If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response.

Arbitration

L23:06 When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within ten (10) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

Decision of the Arbitrator

L23:07 An arbitrator shall give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any employee or employees affected by it.

Board of Arbitration

L23:08 When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the Arbitration Board, the other party may request the Minister of Labour of Ontario to refer the grievance to a single arbitrator.

Powers of the Board of Arbitration

L23:09 An arbitrator or an Arbitration Board, as the case may be, has the powers of an arbitrator or Arbitration Board under the Labour Relations Act and, in addition, has the power:

- a) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion it considers it proper to do so; and
- b) to grant such interim orders, including interim relief, as the arbitrator or Arbitration Board considers proper, including interim reinstatement.

Decision of the Board of Arbitration

L23:10 An Arbitration Board shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding.

Expenses of the Arbitrator or Board of Arbitration

L23:11 Both parties agree to pay one-half ($\frac{1}{2}$) of the fees and expenses of the single arbitrator or the fees and expenses of the parties respective appointees and one-half ($\frac{1}{2}$) of the fees and expenses of the chair of the Arbitration Board.

Grievance Mediation

L23:12 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

L23:13 An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. As far as practical, such meetings shall be held during the school day.

L24:00 STRIKES AND LOCKOUTS

L24:01 The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

Strike by other Board Employees

L24:02 Where an Occasional Teacher feels that his/her safety is jeopardized by crossing a picket line, the Occasional Teacher shall contact the Director of Education, or designate, who in turn will provide for the safety of the employee in reporting for work.

L25:00 UNION REPRESENTATION

L25:01 The Bargaining Unit shall provide the Board with the names of those persons elected to office in the Bargaining Unit.

L25:02 The Board shall provide to the Union bulletin board space in each school for the posting of notices which may be of interest to Occasional Teachers.

L25:03 The Board shall provide Occasional Teachers with suitable meeting space on request, free of charge, provided this does not interrupt the instructional program.

L26:00 CORRESPONDENCE

L26:01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and to and from the President or designate of the Bargaining Unit.

L27:00 PROFESSIONAL ACTIVITY DAYS

L27:01 The Board shall provide information to the Union about the professional development activities provided by the Board.

L27:02 A Professional Activity Day shall not interrupt the continuity of an Occasional Teaching assignment.

L27:03 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled Professional Activity sessions.

L27:04 An Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board. Requests for attendance should be made through the Principal of a school.

L27:05 An Occasional Teacher shall, upon request, have access to other Board in-service programs on a voluntary basis without pay. Request for attendance should be made through the Principal of a school.

L27:06 The Board will assist the Bargaining Unit in organizing one unpaid Professional Development Day for Occasional Teachers each school year. It is understood that any Professional Development Day organized will be at no cost to the Board unless expenses are pre-authorized by the Board.

L28:00 REPRESENTATION

L28:01 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. Similarly, the Board, if requested, will supply the Bargaining Unit with a list of its supervisory personnel.

L29:00 CRIMINAL BACKGROUND CHECKS

L29:01 The Board shall pay the cost of any criminal record check required in respect of an incumbent Occasional Teacher provided the occasional Teacher participates in the process operated by the Ontario Education Services Corporation.

L29:02 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of The Education Act and other subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Manager of Human Resources and those personnel designated by the Manager of Human Resources. The Manager of Human Resources shall, upon request, advise the Bargaining Unit of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.

L29:03 The Board shall not release any information about an Occasional Teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

L29:04 The Board shall consult with the Bargaining Unit regarding any changes to the Board's policy or operating procedures with respect to criminal record checks and any changes the Board makes to the offence declaration form.

L30:00 DURATION AND RENEWAL

- L30:01
1. Any party to this collective agreement desiring to amend an article or articles of this Agreement shall give notice in writing to the other party and both parties shall meet within fifteen (15) school days of the notice being received.
 2. No changes can be made to this Agreement without the mutual consent of the parties; nor can any changes be made without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

L31:00 RETURN TO WORK/ACCOMMODATION

L31:01 The employer, the union, and the employee shall meet to develop cooperatively a modified return to work and/or accommodation program.

L31:02 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.

Effective September 1, 2019								
	Group 1	Daily	Group 2	Daily	Group 3	Daily	Group 4	Daily
0	\$50,199	\$258.76	\$52,263	\$269.40	\$56,383	\$290.63	\$59,059	\$304.43
1	\$53,056	\$273.48	\$55,451	\$285.83	\$59,840	\$308.45	\$62,821	\$323.82
2	\$55,915	\$288.22	\$58,643	\$302.28	\$63,301	\$326.29	\$66,580	\$343.20
3	\$58,776	\$302.97	\$61,829	\$318.71	\$66,761	\$344.13	\$70,341	\$362.58
4	\$61,629	\$317.68	\$65,015	\$335.13	\$70,216	\$361.94	\$74,102	\$381.97
5	\$64,490	\$332.42	\$68,205	\$351.57	\$73,681	\$379.80	\$77,863	\$401.36
6	\$67,345	\$347.14	\$71,393	\$368.01	\$77,137	\$397.61	\$81,620	\$420.72
7	\$70,204	\$361.88	\$74,583	\$384.45	\$80,598	\$415.45	\$85,381	\$440.11
8	\$73,062	\$376.61	\$77,774	\$400.90	\$84,058	\$433.29	\$89,142	\$459.49
9	\$75,920	\$391.34	\$80,966	\$417.35	\$87,517	\$451.12	\$92,903	\$478.88
10	\$78,905	\$406.73	\$84,190	\$433.97	\$91,227	\$470.24	\$97,034	\$500.18
11	\$82,366	\$424.57	\$87,883	\$453.01	\$95,230	\$490.88	\$101,297	\$522.15
Effective September 1, 2020								
	Group 1	Daily	Group 2	Daily	Group 3	Daily	Group 4	Daily
0	\$50,701	\$261.35	\$52,786	\$272.09	\$56,947	\$293.54	\$59,650	\$307.47
1	\$53,587	\$276.22	\$56,006	\$288.69	\$60,438	\$311.54	\$63,449	\$327.06
2	\$56,474	\$291.10	\$59,229	\$305.30	\$63,934	\$329.56	\$67,246	\$346.63
3	\$59,364	\$306.00	\$62,447	\$321.89	\$67,429	\$347.57	\$71,044	\$366.21
4	\$62,245	\$320.85	\$65,665	\$338.48	\$70,918	\$365.56	\$74,843	\$385.79
5	\$65,135	\$335.75	\$68,887	\$355.09	\$74,418	\$383.60	\$78,642	\$405.37
6	\$68,018	\$350.61	\$72,107	\$371.69	\$77,908	\$401.59	\$82,436	\$424.93
7	\$70,906	\$365.49	\$75,329	\$388.29	\$81,404	\$419.61	\$86,235	\$444.51
8	\$73,793	\$380.38	\$78,552	\$404.91	\$84,899	\$437.62	\$90,033	\$464.09
9	\$76,679	\$395.25	\$81,776	\$421.53	\$88,392	\$455.63	\$93,832	\$483.67
10	\$79,694	\$410.79	\$85,032	\$438.31	\$92,139	\$474.94	\$98,004	\$505.18
11	\$83,190	\$428.81	\$88,762	\$457.54	\$96,182	\$495.78	\$102,310	\$527.37
Effective September 1, 2021								
	Group 1	Daily	Group 2	Daily	Group 3	Daily	Group 4	Daily
0	\$51,208	\$263.96	\$53,314	\$274.81	\$57,516	\$296.47	\$60,247	\$310.55
1	\$54,123	\$278.98	\$56,566	\$291.58	\$61,042	\$314.65	\$64,083	\$330.32
2	\$57,039	\$294.02	\$59,821	\$308.36	\$64,573	\$332.85	\$67,918	\$350.09
3	\$59,958	\$309.06	\$63,071	\$325.11	\$68,103	\$351.05	\$71,754	\$369.87
4	\$62,867	\$324.06	\$66,322	\$341.87	\$71,627	\$369.21	\$75,591	\$389.64
5	\$65,786	\$339.10	\$69,576	\$358.64	\$75,162	\$387.43	\$79,428	\$409.42
6	\$68,698	\$354.11	\$72,828	\$375.40	\$78,687	\$405.60	\$83,260	\$429.18
7	\$71,615	\$369.15	\$76,082	\$392.18	\$82,218	\$423.80	\$87,097	\$448.95
8	\$74,531	\$384.18	\$79,338	\$408.96	\$85,748	\$442.00	\$90,933	\$468.73
9	\$77,446	\$399.21	\$82,594	\$425.74	\$89,276	\$460.19	\$94,770	\$488.51
10	\$80,491	\$414.90	\$85,882	\$442.69	\$93,060	\$479.69	\$98,984	\$510.23
11	\$84,022	\$433.10	\$89,650	\$462.11	\$97,144	\$500.74	\$103,333	\$532.64

FULL-TIME EQUIVALENT ALLOCATIONS

ASSIGNMENT	FTE STATUS
1 period	0.166
2 periods	0.333
3 periods	0.500
4 periods	0.666
5 periods	0.833
6 periods	1.000

**KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD
OCCASIONAL TEACHER PROBATIONARY AND PERFORMANCE APPRAISAL REPORTS**

The Elementary and Secondary Occasional Teacher Collective Agreements provide a probationary period of twenty-five (25) teaching days (a teaching day may be less than 1.0) as a probationary period for Qualified and Unqualified occasional Teachers. During this period, it is important for both the occasional Teacher and the principals/administration to evaluate the occasional Teachers' success in the position and determine the individual's suitability for permanent employment.

The Appraisal forms may also be utilized at the initiation of either the Principal/Vice Principal or the occasional Teacher to evaluate the occasional Teacher's performance either while in a Long Term Assignment or while doing daily work beyond the probationary period. (see below)

FORM A PROBATIONARY OCCASIONAL TEACHER APPRAISAL REPORT

This form is to be utilized for newly appointed occasional Teachers working in daily and/or Long Term Occasional assignments.

FORM B LONG TERM OCCASIONAL TEACHER APPRAISAL REPORT

This form is to be utilized for occasional Teachers working in Long Term Occasional assignments (including Probationary Long Term Occasional Teachers – see #3.b) below)

FORM C DAILY OCCASIONAL TEACHER APPRAISAL REPORT

This form is to be used for Occasional Teachers who have completed 25 full days of Occasional Teaching.

PROCEDURES

1. Human Resources will provide a copy of these forms to newly appointed Occasional Teachers in their hiring package.
2. It is the responsibility of the probationary Occasional Teacher to advise the Principal, Vice Principal or the school that they are a probationary Occasional Teacher and to request that the Principal/Vice Principal sign off the competencies after the assignment.
3. a) For probationary daily occasional Teachers, two evaluations must be completed within the first twenty-five (25) working days.

- b) For probationary long term occasional Teachers one Probationary Occasional Teacher Appraisal Report is required within the first 25 teaching days. Additionally, the Long Term Occasional Teacher Appraisal Report should be completed prior to the end of the Long Term Occasional assignment.
4. In any of the appraisal processes, a pre-observation meeting may occur between the Occasional Teacher and the Principal/Vice Principal prior to or on the day of the observation to discuss the competencies. The Principal/Vice Principal will conduct an observation and a post-observation meeting will be held to discuss areas of weakness and strategies for improvement and sign off the competencies.
5. The Principal and the occasional Teacher should retain a copy of the signed off form and the Principal should submit a copy to Human Resources by fax at 223 1299.
6. In the case of Probationary Occasional Teachers, where concerns are identified, the probationary period may be extended and/or the occasional Teacher's employment may be discontinued.
7. Once the probationary daily occasional Teacher has worked for twenty-five (25) teaching days and 2 reports have been completed, the forms are to be returned to Human Resources for their personnel file.
8. If as of fifteen (15) full time equivalent days worked, the probationary Occasional Teacher has not been appraised, he/she must contact the Human Resources Office and their union representative to obtain assistance in getting the forms completed. Human Resources will contact the Principal(s) involved to have the evaluation completed within the remaining ten (10) days. The Probationary Period will not be extended if the occasional Teacher has followed the procedures and is still unable to obtain two appraisals.
9. Where a Principal/Vice Principal has determined that the overall rating for the Occasional Teacher is "Needs Improvement" the Principal/Vice Principal, together with the Occasional Teacher, a bargaining unit representative and the Human Resources Manager will develop an Improvement Plan using the attached template.



FORM A
PROBATIONARY OCCASIONAL TEACHER APPRAISAL REPORT

Name: _____ Date of Classroom Observation: _____

School: _____ Evaluator: _____

AREAS FOR EVALUATION	PRINCIPAL COMMENTS	DATE & FTE	PRINCIPAL COMMENTS	DATE & FTE
Demonstrates care and respect for pupils by maintaining positive interactions				
Promotes polite and respectful pupil interactions				
Communicates information from a bias-free, multi-cultural perspective				
Uses a variety of appropriate techniques to engage pupils				
Uses appropriate strategies to manage discipline				
Develops clear and achievable classroom expectations with pupils				
Models and promotes effective communication skills				
Demonstrates an overall positive, professional attitude				
Demonstrates professionalism in relevant areas including appropriate dress, confidentiality, punctuality and initiative				
Provides assistance to students in a positive manner				

OVERALL RATING: Satisfactory Needs Improvement

PRINCIPAL/VICE PRINCIPAL ADDITIONAL COMMENTS: _____

EMPLOYEE'S COMMENTS: _____

Principal Signature

Employee Signature

FORM B
LONG TERM OCCASIONAL TEACHER APPRAISAL REPORT

Name: _____ Subject/Grade: _____

School: _____ Date of Classroom Observation: _____

Evaluator: _____ Duration of Assignment: _____

CATEGORY	S	NI	NA
Satisfactory [S] Needs Improvement [NI] Not Applicable [NA]			
1) COMMITMENT TO STUDENTS AND STUDENT LEARNING			
A) Treat all pupils equitably and with respect			
<ul style="list-style-type: none"> • Models and promotes care, respect, fairness 			
<ul style="list-style-type: none"> • Communicates information from a bias free multicultural perspective 			
<ul style="list-style-type: none"> • Addresses student learning in a variety of ways 			
<ul style="list-style-type: none"> • Responds to learning exceptionalities and special needs 			
B) Establishes an environment that supports student learning and achievement			
<ul style="list-style-type: none"> • Provides safe, supportive learning environment 			
<ul style="list-style-type: none"> • Is on time, organized and prepared for the day 			
<ul style="list-style-type: none"> • Follows plans and schedules left by absent Teacher, if applicable 			
<ul style="list-style-type: none"> • Provides feedback to absent Teacher or administrator as required 			
2) PROFESSIONAL KNOWLEDGE			
A) Knows subject matter, Ontario curriculum, education-related legislation			
<ul style="list-style-type: none"> • Demonstrates knowledge of subject material 			

CATEGORY	S	NI	NA
Satisfactory [S] Needs Improvement [NI] Not Applicable [NA]			
• Uses a variety of effective resources to enhance learning			
B) Knows the factors that affect pupil learning and achievement			
• Demonstrates knowledge of students' learning styles			
• Demonstrates understanding needs of age group taught			
• Able to access appropriate resources			
3) TEACHER PRACTICE			
A) Uses a variety of effective teaching strategies			
• To use balanced literacy strategies across the curriculum			
• Uses technology where appropriate to improve teaching practice			
• Promotes student use of higher order thinking skills			
• Uses a variety of assessment tools and data to plan lessons			
• Participates in school routines			
B) Conducts ongoing Assessment			
• Marks assigned work in a timely manner			
• Collects appropriate data on student performance and keeps records of student achievement			
• Effectively communicates student performance with students and parents/guardians			
C) Uses program modifications to meet varying needs of students			
• Respects student diversity			

CATEGORY	Satisfactory [S]	Needs Improvement [NI]	Not Applicable [NA]	S	NI	NA
• Uses appropriate and varied instructional methods						
• Responds to various learning styles and needs of students						
D) Uses a variety of effective classroom management strategies						
• Demonstrates appropriate classroom management skills						
• Uses appropriate language						
• Engages students in learning						
• Monitors student behaviour and responds appropriately						
• Communicates directions and expectations clearly						
• Corrects behaviours using appropriate strategies						
4) COMMITMENT TO SCHOOL COMMUNITY						
• Collaborates with colleagues, parents, etc., to enhance student learning and program						
• Maintains positive professional relationships with staff and administration						
• Demonstrates initiative						
Overall Rating: Satisfactor <input type="checkbox"/> Needs Improvem <input type="checkbox"/>						

Name: _____

EVALUATOR'S COMMENTS

I have attached recommended improvement strategies

Evaluators Name:

Position:

Evaluators Signature:

Date:

Occasional Teacher's Comments:

This is to certify that I have read this report and have received a copy

I have attached additional comments/documentation

Occasional Teacher's Name:

Occasional Teacher's Signature:

Date:

Original: Human Resources
Copy: Occasional Teacher
Principal

LETTER OF AGREEMENT #1
THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD
(hereinafter called “The Board”)
And
THE ELEMENTARY TEACHERS FEDERATION OF ONTARIO
KEEWATIN-PATRICIA ELEMENTARY OCCASIONAL TEACHERS LOCAL
(hereinafter called the “Local”)

RE: Electronic Timesheets

The Board agrees to investigate the feasibility of timesheets for Daily Occasional and Long Term Occasional Teachers to be completed and submitted electronically using the call in system.

The Board shall consult and consider input from the Local prior to the implementation of electronic submission of timesheets, with the intent of implementation prior to August 31, 2022.

AGREEMENT OF CONTRACT

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board and The Ontario Secondary School Teacher's Federation Northern Shield Occasional Teachers' Bargaining Unit at a meeting held on November 12, 2020. It is further certified that this agreement was ratified by the Keewatin-Patricia District School Board on November 23, 2020, and The Northern Shield Occasional Teachers' Bargaining Unit on December 9, 2020.


Dated at Dryden, Ontario, January 25, 2021

**FOR THE KEEWATIN-PATRICIA
DISTRICT SCHOOL BOARD (KPDSB)**

**FOR THE ONTARIO SECONDARY SCHOOL
TEACHERS FEDERATION, DISTRICT 5A NORTHERN
SHIELD OCCASIONAL TEACHERS BARGAINING
UNIT (OSSTF D5A-OTBU)**



Jocelyn Bullock, Human Resources Manager



Dave Rhind, President



Sherri-Lynne Pharand, Director of Education



Rick Wilcox, Chief Negotiator