

COLLECTIVE AGREEMENT

Between

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(hereinafter called the "OSSTF" or "Union")**

representing

DISTRICT 2 OSSTF SECONDARY OCCASIONAL TEACHERS' BARGAINING UNIT

**EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD
(HEREINAFTER CALLED THE "Bargaining Unit")**

And

**THE ALGOMA DISTRICT SCHOOL BOARD
(hereinafter called the "Employer" or "Board")**

September 1, 2022

TO

August 31, 2026

Click on a page number in the Central and Local Terms' Table of Contents for quick location of an article reference.
At the bottom of each page of the collective agreement, click on [Central Table of Contents](#) or [Local Table of Contents](#) for the designated Table of Contents.

TABLE OF CONTENTS

OSSTF TEACHERS – PART A: CENTRAL TERMS

THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION	1
C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT.....	7
C1.1 Separate Central and Local Terms	7
C1.2 Implementation	7
C1.3 Parties.....	7
C1.4 Single Collective Agreement	7
C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL.....	7
C2.1 Term of Agreement	7
C2.2 Amendment of Terms	7
C2.3 Notice to Bargain.....	7
C3.00 DEFINITIONS	8
C4.00 CENTRAL LABOUR RELATIONS COMMITTEE.....	8
C5.00 CENTRAL GRIEVANCE PROCESS	8
C5.1 Definitions	9
C5.2 Central Dispute Resolution Committee.....	9
C5.3 The grievance shall include:.....	10
C5.4 Referral to the Committee:.....	10
C5.5 Voluntary Mediation.....	11
C5.6 Selection of the Arbitrator	11
C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER	11
C7.00 BENEFITS.....	11
C7.1 ELHT Benefits.....	11
C7.2 Eligibility and Coverage.....	12
C7.3 Funding	12
C7.4 Full-Time Equivalent (FTE) and Employer Contributions	12
C7.5 Benefits Committee	13
C7.6 Privacy	13
C7.7 Benefits not provided by the OSSTF ELHT	13
C7.8 Benefits for Daily Occasional Teachers	13
C7.9 Payment in Lieu of Benefits	14

C7.10	WSIB Top-Up	15
C7.11	Long-Term Disability (Employee Paid Plans)	15
C8.00	STATUTORY LEAVES OF ABSENCE/SEB	15
C8.1	Family Medical Leave or Critical Illness Leave	15
	Supplemental Employment Benefits (SEB)	16
C9.00	SICK LEAVE	16
C9.1	Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)	16
C10.00	PROVINCIAL SCHOOLS AUTHORITY/PSAT	19
C11.00	MINISTRY/SCHOOL BOARD INITIATIVES	19
C12.00	OCCASIONAL TEACHERS AND PA DAYS	20
C13.00	PROVINCIAL FEDERATION RELEASE DAYS	20
C14.00	E-LEARNING	21
	APPENDIX A – RETIREMENT GRATUITIES	22
	APPENDIX B – ABILITIES FORM	23
	LETTER OF AGREEMENT #1	25
	RE: Sick Leave	25
	LETTER OF AGREEMENT #2	26
	RE: Status Quo Central Items	26
	LETTER OF AGREEMENT #3	27
	RE: Central Items That Modify Local Terms	27
	LETTER OF AGREEMENT #4	28
	RE: Qualifications Evaluation Council of Ontario (QECO)	28
	LETTER OF AGREEMENT #5	29
	RE: Provincial Working Group - Health and Safety	29
	LETTER OF AGREEMENT #6	30
	RE: Employee Mental Health	30
	LETTER OF AGREEMENT #7	31
	RE: Online Reporting Tool for Violent Incidents for the Provincial Schools Authority	31
	LETTER OF AGREEMENT #8	32
	RE: Combined Teachers’ Bargaining Units	32
	LETTER OF AGREEMENT #9	33
	RE: Long Term Disability Administration	33
	LETTER OF AGREEMENT #10	35
	RE: Employee Life and Health Trust (ELHT) Committee	35

LETTER OF AGREEMENT #11	36
RE: Pilot on a Streamlined Arbitration Process Model	36
LETTER OF AGREEMENT #12	38
RE: Short Term Paid Leaves – Leave for Indigenous Practice/Days of Significance	38
LETTER OF AGREEMENT #13	39
RE: E-Learning Alternative Models	39
LETTER OF AGREEMENT #14	40
RE: Hybrid Instruction	40
LETTER OF AGREEMENT #15	41
RE: Preparation Time.....	41
LETTER OF AGREEMENT #16	42
RE: Bereavement Leave.....	42
LETTER OF AGREEMENT #17	43
RE: Violence Prevention Health and Safety Training	43
LETTER OF AGREEMENT #18	44
RE: Workplace Violence	44
LETTER OF AGREEMENT #19	45
RE: Occasional Teacher Information Package	45
LETTER OF AGREEMENT #20	46
RE: Learning and Services Continuity and Sick Leave Usage Task Force	46
LETTER OF AGREEMENT #21	47
RE: Hiring Practices.....	47
LETTER OF AGREEMENT #6	48
RE: Status Quo Central Items as Modified by this Agreement	48

LOCAL TERMS TABLE OF CONTENTS

ARTICLE 1 - PURPOSE:	52
ARTICLE 2 - MANAGEMENT RIGHTS:	52
ARTICLE 3 - RECOGNITION:	53
ARTICLE 4 - DEFINITIONS:	53
ARTICLE 5 - STRIKES AND LOCKOUT:	55
ARTICLE 6 - QUALIFICATIONS:	55
ARTICLE 7 - UNION DUES AND ASSESSMENTS:	55
ARTICLE 8 - UNION REPRESENTATION:	56
ARTICLE 9 - METHOD OF PAYMENT:	57
ARTICLE 10 - RATE OF PAY:	58
ARTICLE 11 - PROFESSIONAL ACTIVITY DAYS & BOARD HOLIDAYS:	60
ARTICLE 12 - WORKING CONDITIONS:	61
ARTICLE 13 – HEALTH AND SAFETY:	64
ARTICLE 14 - VERIFICATION OF QUALIFICATIONS AND EXPERIENCE:	64
ARTICLE 15 - SECONDARY OCCASIONAL TEACHERS' LIST(S):	66
ARTICLE 16 – HIRING TEACHERS IN LONG-TERM POSITIONS:	71
ARTICLE 17 – PARENTAL/ADOPTION LEAVE:	72
ARTICLE 18 - BEREAVEMENT:	72
ARTICLE 19- LEAVE OF ABSENCE:	73
ARTICLE 20 - JURY DUTY:	74
ARTICLE 21 – PRESIDENT LEAVE:	75
ARTICLE 22 – EXECUTIVE AND/OR COMMITTEE LEAVES:	75
ARTICLE 23 – COLLECTIVE BARGAINING LEAVE:	76
ARTICLE 24 - SICK LEAVE:	76
ARTICLE 25 – BENEFITS:	76
ARTICLE 26 – PERFORMANCE APPRAISALS:	77
ARTICLE 27 - RESIGNATION:	77
ARTICLE 28 - ACCESS TO INFORMATION:	78
ARTICLE 29 - DISCIPLINE AND DISCHARGE:	78
ARTICLE 30 – GRIEVANCE, MEDIATION AND ARBITRATION:	79
ARTICLE 31 – VULNERABLE SECTOR CHECK	83
ARTICLE 32 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION:	84

ARTICLE 33 - TERM OF AGREEMENT:.....84

APPENDIX A: LETTER OF INTENT85

**APPENDIX C – LETTER OF UNDERSTANDING RE: PROTOCOL FOR COMMUNICATING HEALTH AND SAFETY INCIDENTS THAT
COULD OCCUR IN THE WORKPLACE86**

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

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

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

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

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.

[Central Terms Table of Contents](#), or [Local Terms Table of Contents](#)

- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

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

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of

August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

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

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, inflationary increases shall be provided in each of the following years:

September 1, 2023:	0.74%
September 1, 2024:	0.25%
September 1, 2025:	0.36%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

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

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

Eleven (11) days less the number of sick leave days used in the most recent year worked.

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

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

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

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.

- iii. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

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

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.

- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.

[Central Terms Table of Contents](#), or [Local Terms Table of Contents](#)

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

☐ Patient is capable of returning to work with no restrictions.

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

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
--------------------------------	--

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)											
Walking: ☐ Full Abilities ☐ Up to 100 metres ☐ 100 - 200 metres ☐ Other (<i>please specify</i>):	Standing: ☐ Full Abilities ☐ Up to 15 minutes ☐ 15 - 30 minutes ☐ Other (<i>please specify</i>):	Sitting: ☐ Full Abilities ☐ Up to 30 minutes ☐ 30 minutes - 1 hour ☐ Other (<i>please specify</i>):	Lifting from floor to waist: ☐ Full Abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: ☐ Full abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>please specify</i>):	Stair Climbing: ☐ Full abilities ☐ Up to 5 steps ☐ 6 - 12 steps ☐ Other (<i>please specify</i>):	☐ Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td>☐ Gripping</td> <td>☐ Gripping</td> </tr> <tr> <td>☐ Pinching</td> <td>☐ Pinching</td> </tr> <tr> <td>☐ Other (<i>please specify</i>):</td> <td>☐ Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	☐ Gripping	☐ Gripping	☐ Pinching	☐ Pinching	☐ Other (<i>please specify</i>):	☐ Other (<i>please specify</i>):
Left Hand	Right Hand										
☐ Gripping	☐ Gripping										
☐ Pinching	☐ Pinching										
☐ Other (<i>please specify</i>):	☐ Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

☐ Bending/twisting repetitive movement of (please specify):	☐ Work at or above shoulder activity:	☐ Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	☐ Yes ☐ No ☐ Yes ☐ No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Following Directions: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Decision- Making/Supervision: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Multi-Tasking: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	
Ability to Organize: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Memory: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Social Interaction: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Communication: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: <i>Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:		Have you discussed return to work with your patient?		
☐ 6-10 days ☐ 11- 15 days ☐ 16- 25 days ☐ 26 + days		☐ Yes ☐ No		
Recommendations for work hours and start date (if applicable):		Start Date: dd mm yyyy		
☐ Regular full time hours ☐ Modified hours ☐ Graduated hours				
Is patient on an active treatment plan?: ☐ Yes ☐ No				
Has a referral to another Health Care Professional been made? ☐ Yes (optional - please specify): _____ ☐ No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? ☐ Yes ☐ No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

2. Pregnancy SEB Language

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Mental Health

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to:

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

Phase 1

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

Phase 2

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

Phase 3

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

Phase 4

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

Indigenous Teachers may use existing short term paid leave:

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Preparation Time

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

LETTER OF AGREEMENT #17

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #18

BETWEEN

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

AND

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

AND

The Crown

RE: Workplace Violence

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

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

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

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

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

LETTER OF AGREEMENT #19

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Information Package

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

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

LETTER OF AGREEMENT #20

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #21

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

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

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

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

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

PART B – LOCAL TERMS

ARTICLE 1 - PURPOSE:

- 1.1 Except for error, omission or inadvertence, it is the purpose and intent of the parties to set forth all 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.
- 1.2 Any amendments, deletions or additions to or in the clauses shall be made only by mutual consent of the parties in writing.
- 1.3 Both parties shall be bound by appropriate legislation of Canada and the Province of Ontario.
- 1.4 Where legislative changes are made which directly affect any provisions of this Agreement, upon request of either party, a meeting shall be held to discuss clarification of the implications of legislative changes.
- 1.5 For the purposes of administering this Agreement, geographic areas of the Board shall be defined as any worksites within the geographic areas covered by the Algoma District School Board. These areas are defined as Wawa, Chapleau, Hornepayne, North Shore, Sault Ste. Marie and Central Algoma.

ARTICLE 2 - MANAGEMENT RIGHTS:

- 2.1 The Board retains the rights of management except as expressly limited by this Collective Agreement, including but not restricted to:
 - a) the right to hire, direct, assign, appoint, promote, classify, transfer, suspend or lay off Secondary Occasional Teachers and the right to create or remove positions; and
 - b) the right to discipline or discharge with just cause subject to Article 29 and;
 - c) the right to make, alter from time to time, and enforce practices and procedures, rules and regulations to be observed by Secondary Occasional Teachers; and
 - d) the right to determine, implement and evaluate the qualifications for and the duties and responsibilities of positions; and

- e) the right to operate the schools in accordance with the Education Act of Ontario and the Laws of Ontario and the right to require all Secondary Occasional Teachers to comply with same.

ARTICLE 3 - RECOGNITION:

3.1

- a) The employer, being the Algoma 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 authorized to negotiate on behalf of all Secondary Occasional Teachers employed by the Board in its secondary panel including persons who are not certified to teach but may be employed by the Board based on operational needs, pursuant to the Education Act and Regulation 298.
- b) Part-time permanent teachers, part-time probationary or teachers on Recall who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this Agreement in respect of the portion relative to such occasional teaching employment.
- c) Any portion of the day served as an Occasional Teacher shall be pro-rated and the union dues generated from that period of work will be credited to the Occasional Teacher’s Bargaining Unit.

- 3.2 All newly hired Secondary Occasional Teachers shall join the Union and remain members in good standing.

ARTICLE 4 - DEFINITIONS:

- 4.1 For the purposes of this Agreement, the following definitions shall apply:

- a) Secondary Occasional Teacher: A Secondary Occasional Teacher shall mean a “Secondary Occasional Teacher” as defined in the Education Act and may include a person employed as a Secondary Occasional Teacher pursuant to current Regulations.
- b) Long-Term Secondary Occasional Teacher: A Long-Term Secondary Occasional Teacher shall mean a Teacher employed by the Board to teach

for a period of ten (10) or more consecutive teaching days as a replacement for the same teacher. If the regular teacher returns and again becomes unavailable during the period of ten (10) teaching days from their date of return, the same Long-Term Occasional Teacher may, at the discretion of the Board and if available, be returned to the assignment and the assignment will be deemed to be uninterrupted.

- c) Short-Term Secondary Occasional Teacher: A Short-Term Secondary Occasional Teacher shall mean a Secondary Occasional Teacher who is not a Long-Term Secondary Occasional Teacher. Who is working less than ten (10) consecutive days in the same position or who is working on a casual or daily basis.
- d) Uncertified Secondary Occasional Teacher: An Uncertified Secondary Occasional Teacher shall mean a person who does not hold a valid Ontario Teacher's Certificate or equivalent standing who is employed by the Board in accordance with the current Regulations of the Education Act.

All such individuals shall, as a condition of employment, pay Union dues relative to any time worked under this Collective Agreement as an Uncertified Secondary Occasional Teacher and shall remain members of the Union in good standing for the duration of their employment under this Collective Agreement.

4.2 Where the context so requires, the singular shall include the plural and the masculine shall include the feminine.

4.3 For the purpose of call-outs, Geographic Areas shall be as follows:

- (a) Central shall include Sault Ste. Marie and Central Algoma workplaces and all alternative programs and self-contained classrooms within the Sault Ste. Marie and Central Algoma areas.
- (b) East shall include W.C. Eaket Secondary School and Elliot Lake Secondary School and all alternative programs and self-contained classrooms within Blind River and Elliot Lake areas.
- (c) Hornepayne shall include Hornepayne High School and all alternative programs and self-contained classrooms within the Hornepayne area. Shall include the 9-12 program offered within Hornepayne JK-12 School and all alternative programs and self-contained classrooms within the Hornepayne area.
- (d) Michipicoten shall include Michipicoten High School and all alternative programs and self-contained classrooms within the Michipicoten area.

- (e) Chapleau shall include the 9-12 program offered within Chapleau JK-12 School and all alternative programs and self-contained classrooms within the Chapleau area.

ARTICLE 5 - STRIKES AND LOCKOUT:

- 5.1 There shall be no strike or lockout during the term of this Agreement. The terms “strike” and “lockout” shall be as defined by the Ontario Labour Relations Act.

ARTICLE 6 - QUALIFICATIONS:

- 6.1 A Secondary Occasional Teacher is certified to teach if they hold appropriate documentation as determined by the Ontario College of Teachers and the Acts and Regulations.
- 6.2 Time worked as a Secondary Occasional Teacher shall not count towards any probationary period.

ARTICLE 7 - UNION DUES AND ASSESSMENTS:

- 7.1 The Board shall deduct for every pay period and for each member covered by this Collective Agreement, union dues and Secondary Occasional Teacher assessments as authorized by the Secondary Occasional Teachers’ Bargaining Unit President.
- 7.2 Dues and assessments deducted in accordance with this Article shall be forwarded to the Ontario Secondary School Teachers’ Federation within thirty (30) days of the dues being deducted.
- 7.3 The Union shall notify the Board from time to time, of the amount of such dues and assessments. Such notice shall be given to the Board, in writing, at least thirty (30) calendar days prior to the effective date of change.
- 7.4 The payment shall be accompanied by a dues submission list showing the names, wages earned, dues and assessments deducted and the number of days worked for each Secondary Occasional Teacher from whose wages the deductions have been made.
- 7.5
 - a. The current address of O.S.S.T.F. Provincial is 60 Mobile Drive., Toronto, Ontario, M4A 2P3
 - b) The Union shall inform the Board of any changes in address for O.S.S.T.F.

- 7.6 The Member, the Bargaining Unit and O.S.S.T.F. as the case may be, shall identify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of deductions authorized by O.S.S.T.F. and/or the Bargaining Unit.

ARTICLE 8 - UNION REPRESENTATION:

- 8.1 The Union shall notify the Board, in writing, of the names of persons elected to office in the Union and of persons authorized by the Union to represent Secondary Occasional Teachers on behalf of the Union.

8.2

- a) The Board recognizes the right of the Union to select a Negotiating Committee from the Bargaining Unit plus provincial O.S.S.T.F. representation. The Board agrees to recognize said committee for negotiating purposes during the term of this Agreement.
- b) The Union recognizes the right of the Board to select a Board Negotiating Committee. The Union agrees to recognize said committee for negotiating purposes during the term of this Agreement.

8.3

- a) The Union shall notify the Board of the names of the members of its negotiating committee, in writing, prior to commencement of negotiations.
- b) The Board shall notify the Union of the names of the members of its negotiating committee, in writing, prior to commencement of negotiations.

- i. The Board recognizes the right of a Secondary Occasional Teacher to be represented by a Union representative at any disciplinary/investigative meeting.
- ii. An employee has the right to stop an individual meeting with an Administrator to seek Union representation.

- 8.4 For the use of the Secondary Occasional Teachers' Bargaining Unit, the Board shall provide in each secondary school:

- a) space on the OSSTF bulletin board for the posting of notices which may be of interest to Secondary Occasional Teachers and that are acceptable to the parties, providing there is space available in a place not visible to the students or general public;

- 8.5 The Union shall be allowed to conduct Union business on the Board's premises, outside of regular school hours subject, to prior permission being granted from the Principal of the school and the appropriate Superintendent/Manager of Human Resources.

ARTICLE 9 - METHOD OF PAYMENT:

- 9.1 Secondary Occasional Teachers shall be paid on a bi-weekly pay schedule, as determined by the Board.
- 9.2 Where a payday falls on a statutory holiday, the Board shall pay Secondary Occasional Teachers on the last regular banking day prior to the statutory holiday.
- 9.3 In the event of an overpayment of salary, the parties agree that the amount of overpayment shall be repaid to the Board forthwith, unless some other mutually acceptable schedule of repayment is arranged with the Board, by the Secondary Occasional Teacher.
- 9.4 In the event of an underpayment of salary by the Board, the parties agree that the amount of underpayment shall be paid to the Secondary Occasional Teacher as soon as practical on the nearest regularly scheduled pay date.
- 9.5 The Board shall provide direct deposit of salary for all Secondary Occasional Teachers covered by this Collective Agreement to a bank or credit union within the jurisdictional area of the Board, according to the Secondary Occasional Teacher's choice. The onus shall be on the Secondary Occasional Teacher to provide the Board with the necessary banking information in a timely fashion in order that the Secondary Occasional Teacher may be paid.
- 9.6 For all Secondary Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be made available through the Algoma District School Board employee portal.
- 9.7
- a) The Record of Employment certificates for Secondary Occasional Teachers shall be issued electronically, as soon as possible, upon request.
 - b) For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as eight (8) hours worked.

ARTICLE 10 - RATE OF PAY:

10.1 Short-Term Secondary Occasional Teachers shall be paid the following rate(s):

a) **Certified Secondary Occasional Teachers:**

-shall be paid 1/194 of the applicable Secondary Teachers' Grid at Group 1 Step 0, subject to Article 10.5 as follows:

Effective Date:	Daily Rate:
September 1, 2022 (3%)	\$266.41
September 1, 2023 (3%)	\$274.40
September 1, 2024 (2.75%)	\$281.95
September 1, 2025 (2.50%)	\$289.00

NOTE: Extension Agreement- 2019-2022 RATE OF PAY
(Bill 124 Retro-active Adjustment applied to 2019, 2020, 2021)

September 1, 2019 \$243.21 (1%)

September 1, 2020 \$245.64 (1%)

September 1, 2021- August 31, 2022 \$258.65 (3.75%)

b) **Uncertified Secondary Occasional Teachers With a Degree:**

Effective Date:	Daily Rate:
September 1, 2022 (3%)	\$203.16
September 1, 2023 (3%)	\$209.25
September 1, 2024 (2.75%)	\$215.00
September 1, 2025 (2.50%)	\$220.38

NOTE: Extension Agreement- 2019-2022 RATE OF PAY
(Bill 124 Retro-active Adjustment applied to 2019, 2020, 2021)

September 1, 2019 \$185.47 (1%)

September 1, 2020 \$187.32 (1%)

September 1, 2021- August 31, 2022 \$197.24 (3.75%)

c) **Uncertified Secondary Occasional Teachers without a Degree:**

Effective Date:	Daily Rate:
September 1, 2022 (3%)	\$162.40
September 1, 2023 (3%)	\$167.27
September 1, 2024 (2.75%)	\$171.87
September 1, 2025 (2.50%)	\$176.17

NOTE: Extension Agreement- 2019-2022 RATE OF PAY
(Bill 124 Retro-active Adjustment applied to 2019, 2020, 2021)
September 1, 2019 \$148.26 (1%)
September 1, 2020 \$149.74 (1%)
September 1, 2021- August 31, 2022 \$157.67 (3.75%)

10.2

- a) Qualified Secondary Occasional Teachers shall, on the tenth (10th) consecutive day of continuous employment in a single assignment, be paid, subject to Qualifications and Experience Article (Article 14), in accordance with the current salary grid of the Collective Agreement in effect between the Board and O.S.S.T.F. representing Secondary Teachers, retroactive to the first day of continuous employment.
- b) A qualified Secondary Occasional Teacher employed as a Long-Term occasional for the entire school year shall be deemed not to have a break in service and this shall be considered to be one single assignment regardless if they changes schools or timetables.

10.3 All wages outlined in 10.1 and 10.2 shall be deemed to include vacation pay and any statutory holiday pay.

10.4 Secondary Occasional Teachers shall be paid for only those days upon which they are required to work by the Board.

10.5

a) Secondary Occasional Teachers shall be paid as follows :

1 period	= 0.33 day
2 periods am or pm	= 0.5 day
2 periods separated by lunch	= 0.667 day
3 periods	= 1.0 day

With mutual consent, a daily Occasional Teacher may accept and be assigned a fourth (4th) full period of supervision and will be paid 1.33 daily rate of pay.

- b) In cases where the Secondary Short-Term Occasional Teacher is replacing a Teacher in full-day Co-op, LEAD, Section 23 or other specialized classes where student-mentoring replaces other Additional Professional Assignments, 4 periods may be assigned and = 1.0 day.

c) Secondary Short-Term Occasional Teachers shall assume (on a pro-rated basis) the Additional Professional Assignments that would normally be assigned to the regular teacher they are replacing, unless required by emergency. Notwithstanding the foregoing, no supervisions outside the scheduled school day shall be assigned to any Occasional Teacher.

d) A Long-Term Occasional Teacher shall assume (on the appropriate pro-rated basis), the duties of the regular Teacher they are replacing, and shall be paid as follows:

1 period + duties	=	0.33 day
2 periods + duties	=	0.667 day
3 periods + duties	=	1.0 day

e) With the mutual agreement of the Long-Term Occasional Teacher, a Long-Term Occasional Teacher may accept an additional assigned period (4/4).

f) The rate of pay for the Long-Term Occasional Teacher who accepts the additional fourth (4th) period will be adjusted to reflect the additional period of work (4/4) based on the casual daily rate of pay for the additional period.

ARTICLE 11 - PROFESSIONAL ACTIVITY DAYS & BOARD HOLIDAYS:

11.1 The Board shall provide information to Secondary Occasional Teachers about the Professional Development Activities provided by the Board.

- a) Notice shall be emailed to the Bargaining Unit President; and
- b) Communication outlining the Professional Development Day Activities shall be sent to the President of the Secondary Occasional Teacher Bargaining Unit.

11.2

a) When Professional Activity Day(s) occurs at the beginning, in the midst, or at the end of a Long-Term Secondary Occasional Teacher's assignment, the Secondary Occasional Teacher shall participate for the full day and be paid for the full day. This will occur regardless of the Secondary Occasional Teacher's Long Term FTE.

If at the discretion of the Superintendent/Manager of Human Resources the Long Term Secondary Occasional Teacher is instructed not to attend the Professional Activity day beyond their assigned FTE, they will not be compensated for that portion of the day.

b) Notwithstanding the above, if a Short-Term Occasional Teacher is replacing a Teacher for nine (9) consecutive days and the tenth day falls on a Professional Activity Day, the Occasional Teacher shall attend the Professional Activity Day and the assignment shall be declared to be Long-Term. This will only occur if it is known that the permanent classroom Teacher will not be returning on that tenth day.

11.3

- a) Secondary Occasional Teachers shall not be paid for Board holidays, as designated on the Official School Year Calendar.
- b) A Board holiday shall not be considered a break in service for a Long-Term Occasional teaching assignment.

11.4

- a) Upon request, any Secondary Occasional Teacher not covered above, may have access to a school's Professional Development Program on a voluntary basis, without pay, with the permission of the Principal.
- b) Secondary Occasional Teachers shall have access to a Board-sponsored professional development program offered on designated PD days if reasonable accommodations can be made by the Board.
- c) Secondary Occasional Teachers shall be paid, at their appropriate rate of pay for the day or portion thereof if training, required by the Board, is provided on those PD days or if their attendance or participation is requested by the employer either in-person or through web-based training.

ARTICLE 12 - WORKING CONDITIONS:

12.1

- a) For each Occasional assignment, the Administrator or their designate shall provide the Occasional Teacher with the necessary keys, a laptop, a timetable for the Secondary Occasional Teacher's assignment including supervision duties, room allocations, class lists, information about students with special education and health-related issues, a seating plan, and student safety plan information, if applicable.
- b) In the event this information is not provided to the Occasional Teacher, it is the Occasional Teacher's responsibility to notify the school's office and request the material.

- c) The Occasional Teacher will be responsible for returning these items to the Administrator or their designate at the end of the day, or when the teaching assignment is complete.
-
- 12.2 For absences known in advance, consistent with the number of days in which they will be absent, Long Term Occasional Teachers shall have up to three (3) days of lesson plans available for the replacement teacher.
 - 12.3 The Board, as it deems necessary, shall provide the Occasional Teacher with personal protective equipment necessary for the assignment. It is understood that the Occasional Teacher will utilize the personal protective equipment that is provided.
 - 12.4 Preparation time shall be used for professional activities and shall be assigned only during the Instructional Day.
 - 12.5 It is understood that the assessment and evaluation of students is an on-going process. It is the responsibility of the LTO Teacher to provide all assessment, evaluation, applicable report card comments and other information to the returning teacher prior to leaving the Long-term assignment.
 - 12.6 When a Secondary Occasional Teacher is required to replace an absent Day School Teacher who works in two different schools, on the same day, the Board shall reimburse the Secondary Occasional Teacher for travel between the two schools, at the current kilometre rate in accordance with Board policy. The necessary forms are available at the work site.
 - 12.7 A Secondary Occasional Teacher who is called for an assignment who reports for work and finds that their services are not required shall be paid for one half day and shall be assigned professional duties for that time or shall be reassigned to a different school within the geographical area to support the operational needs of the Board. The Occasional Teacher shall be reimbursed for travel between the two schools at the current kilometre rate in accordance with Board policy.
 - a) if the closure or dismissal occurs prior to the lunch break, the Secondary Occasional Teacher shall be paid for a half day .
 - b) if the closure or dismissal occurs after the lunch break, the Secondary Occasional Teacher shall receive one (1) full day's pay.

12.8 In the event of the emergency closure of a school or early dismissal for weather-related reasons, a Secondary Occasional Teacher on a full-day assignment in the school, shall be paid as follows :

- a) if the closure or dismissal occurs prior to the lunch break, the Secondary Occasional Teacher shall be paid for a half day.
- b) if the closure or dismissal occurs after the lunch break, the Secondary Occasional Teacher shall receive one (1) full day's pay.

12.9 Notwithstanding the foregoing, Secondary Occasional Teachers shall be required to remain at the school as required by the Principal. In the event a closure or dismissal occurs prior to the lunch break and the Principal requires the Secondary Occasional Teacher to remain at the school after the lunch break, the Secondary Occasional Teacher shall be paid for a full day. In cases of the foregoing, a Secondary Occasional Teacher may be reassigned to a different school within the geographical area to support the operational needs of the school.

12.10 Any time lost due to emergency closure or early dismissal shall not constitute a break in the Assignment of a Long-Term Secondary Occasional Teacher.

12.11 Notwithstanding, 12.6 a) and b) and 12.7, the Board shall give a minimum of one (1) hours' notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without one (1) hours' notice, the Board shall reassign the Short-Term Occasional Teacher to an available assignment and will pay a minimum of a half day's pay if the Short-Term Occasional Teacher arrives to the new assignment in a timely manner. If the Teacher refuses the available assignment, they will not be paid.

Where reassignment of the Occasional Teacher is not available, the Board will pay the Occasional Teacher a half a day's pay.

12.12 **Inclement Weather**

12.12.1 In the event of severe weather conditions which result in the cancellation of buses, members in a Long-Term Occasional Teacher position will be expected to make a reasonable effort to report to work and will provide ongoing updates to Administration throughout the day.

12.12.2 If a member in a Long-Term Occasional Teacher position in the affected areas of cancellation is unable to report to work because of weather conditions, the member will notify the immediate supervisor as soon as possible. It is expected that the member will continue to make reasonable efforts throughout the day to report to the work site or to an alternative work site and will provide ongoing updates to Administration throughout the day.

12.12.3 There will be no loss of pay or sick leave provided the Long-Term Occasional member has complied with the requirements of the foregoing.

ARTICLE 13 – HEALTH AND SAFETY:

- 13.1 The Board, the Federation and its members will comply with the provisions of the Occupational Health and Safety Act and Regulations as it may be amended from time to time.
- 13.2 The Board and Federation recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.
- 13.3 The Occasional Teacher's Bargaining Unit President shall be informed as soon as possible by the Superintendent/Manager of Human Resources or their designate whenever the employer informs the Health and Safety Officer, the Joint Health and Safety Committee Chair, or Certified Member of an incident in a Workplace that could affect the members of the Occasional Teachers' Bargaining Unit in that particular site
- 13.4 The Board shall make available to the Bargaining Unit President the most current policies and procedures with respect to all elements of workplace safety.
- 13.5 The Board shall provide to the Bargaining Unit President copies of the Minutes for all Joint Health and Safety Meetings after each Meeting.

ARTICLE 14 - VERIFICATION OF QUALIFICATIONS AND EXPERIENCE:

14.1 Qualifications:

Long-Term Secondary Occasional Teachers shall be paid based upon verified qualifications on file, at the time of the commencement of the Assignment, subject to the following:

- a) The placement of Members with Long-Term Occasional Teaching Assignments shall be determined in accordance with the current Certification Plan of O.S.S.T.F. or Qualifications Evaluation Council of Ontario (QECO) unless superseded by legislative requirements. These Certification Rating Statements are the only statements acceptable for verification of placement.
- b) Should a Secondary Long-Term Occasional Teacher provide the Board with a Certification Rating Statement which places the Secondary Occasional Teacher in a higher salary Category (Group), the Board shall make the necessary salary adjustment to the first day of employment for ratings provided within five (5) months of that date.
- c) If the Secondary Long-Term Occasional Teacher is eligible for a higher salary Group based upon educational requirements completed within the Long-term Occasional Assignment, then the Board will make the necessary salary adjustment effective on the first pay period following completion of the requirement, and following provision of the new QECO Rating Statement within the timelines outlined in Article 14.1 (b).

14.2 Experience for Long-Term Occasionals Teachers

Long-Term Secondary Occasional Teachers shall be paid based upon documented teaching experience on file at the time of the commencement of the Assignment in accordance with the following:

- a) Previous proven full-time teaching experience as a Certified Teacher in or outside of Ontario in elementary or secondary schools shall be recognized at a one to one (1:1) ratio to June 30th of the preceding school year. For clarity, only those schools that are recognized by a valid Mident (Ministry Identification Number) in Ontario or the Provincial/Territorial equivalent outside of Ontario will be considered for teaching experience purposes.
- b) For Part-time or Occasional Teaching Experience as a Certified Teacher with this Board or any other School Board, the Board shall recognize for each twenty (20) days of previous proven teaching, one (1) month of experience pro-rated for part-time assignments, up to June 30th of the preceding school year.
- c) Day School Continuing Education experience as a Certified Teacher with the Algoma District School Board, exclusive of the Summer or Night School,

shall be recognized up to five (5) school years on the wage grid subject to the following:

- i) one (1) teaching day equals (5) or more consecutive teaching hours in the same day.
- ii) less than five (5) teaching hours in one day shall be pro-rated.
- d) Recognition of Technical Experience shall be credited at one (1) year of Technical Experience for each one (1) of directly Related Technical Experience to a maximum of five (5) years Teaching experience on the Wage Grid.
- e) It is the Secondary Occasional Teacher's responsibility to supply proof of Teaching and Related Technical Experience that is not with the Algoma District School Board. Proof of all teaching experience must be certified by the Board and be submitted in a manner acceptable to the Algoma District School Board.
- f) Recognition of Experience shall not have the effect of a total salary for any member that would pierce the maximum annual salary for the appropriate Category Level or Wage Grid.

ARTICLE 15 - SECONDARY OCCASIONAL TEACHERS' LIST(S):

15.1

- a) **The Board shall establish and maintain an Occasional Teacher List**
- b) The Board shall establish and maintain an Occasional Teacher List for each geographic area.
- c) The Occasional Teacher List shall be updated annually with the name and date of hire and will be provided to the Bargaining Unit.

15.2 The Board shall have the right to add to the Occasional List(s) as required.

- a) By the end of September and February of each year, the Board shall provide all Secondary Schools and the Union with copies of the List(s) and from time to time as the List(s) is amended.
- b) The Secondary Occasional Teacher, the Bargaining Unit and O.S.S.T.F., as the case may be, shall indemnify and save the Board harmless from any

and all complaints, claims, suits, attachments and any form of liability associated with release of such information to the Union.

15.3

- a) The List shall include the following information for each Secondary Occasional Teacher:
 - i) full name
 - ii) telephone number
 - iii) subject/division of qualifications
 - iv) home address
 - v) personal e-mail address
- b) The Geographic Area List(s) shall include the following information for each Secondary Occasional Teacher:
 - i) subject area
 - ii) full name
 - iii) telephone number
 - iv) qualification & teachables
 - v) indication of availability
 - vi) personal e-mail address

15.4.1 It shall be the responsibility of every Secondary Occasional Teacher to complete, by June 15th of every school year, their Intent to Remain on the Secondary Occasional List for the next school year by accessing their ADSB Employee Portal.

15.4.2 The member must also indicate which specific communities in which they shall be available to work.

15.4.3 Failure to submit such notice and information shall result in the name of the Secondary Occasional Teacher being removed from the List.

- 15.5 It shall be the responsibility of each Secondary Occasional Teacher to ensure that the Board has on file, at all times, their current address and telephone number. The Secondary Occasional Teacher must make changes in contact information in the Board Employee Portal and in the Occasional Teachers automated call-out system. Failure to maintain updated contact information shall result in the name of the Secondary Occasional Teacher being removed from the List.
- 15.6 It shall be the responsibility of each Secondary Occasional Teacher to provide the appropriate documentation to the Superintendent/Manager of Human Resources or their designate of any changes to the Secondary Occasional Teacher's qualifications and to provide documentation thereof in accordance with Article 14.
- 15.7 With the approval of the Superintendent/Manager of Human Resources or their designate, a Secondary Occasional Teacher may be granted a Leave of Absence from the Algoma District School Board Secondary Occasional List, to accept a Long-Term Occasional assignment with another Board in accordance with the Leave of Absence Article 19.
- 15.8
- a) In the event that the Board deems it necessary to remove a Secondary Teacher from the List(s), the Bargaining Unit President will be notified by the appropriate Superintendent of the reasons for such action, prior to the removal of the member's name from the List(s).
 - b) The member will be notified, in writing, of the Board's rationale for removing them from the List(s) with a copy provided to the Bargaining Unit President.
 - c) The Secondary Occasional Teacher may request and may be granted a meeting with the appropriate Superintendent to review the reasons for the Board's decision to remove them from the List(s).

15.9 Secondary Occasional Teacher Call-Out Procedures

- 15.9.1 The Board shall ensure that an equitable rotational call-out procedure is used when schools assign Secondary Occasional Teachers from the Secondary Occasional Teachers' Geographic Area List for their daily assignments to provide an equitable distribution of work.
- 15.9.2 The following call-out order shall be used when rotating through the Secondary Occasional Teachers' Geographic List for daily assignments:

- (i) All Certified Teachers on the Secondary Occasional List qualified in one or more of the subject areas of the teacher(s) they are replacing;
- (ii) If no Secondary Occasional Teacher in (i) is available, then all remaining Certified Teachers on the Secondary Occasional List;
- (iii) When certified Occasional Teachers are not available on a certain day in a school year, the Board will abide by the Education Act and its regulations in order to fill such absences.

15.9.3 Notwithstanding 15.9.2:

- a) The Principal or Designate may top-up a Contract Teacher in a partial assignment or a Long Term Secondary Occasional Teacher, to a full assignment, before the call-out procedures are used for daily assignments;
- b. A Recurring Occasional Teacher, as designated by the Principal in consultation with the Superintendent in advance, may be used for daily assignments for a teacher where it is known that there will be multiple absences of a teacher within a school year;
- c. A List of those Recurring Occasionals, their assigned schools, subject areas and the name of the contract teacher they are replacing will be provided to the Occasional Teacher President by the end of September and February of each school year.
- d) Or absences, known in advance, with a duration of five (5) to nine (9) consecutive days, the Principal or Designate may choose someone from the Secondary Occasional Teacher List and shall ensure that the Occasional Teacher is qualified in the subject(s). Such circumstances shall be reported to the Superintendent, who will report to the Bargaining Unit President.
- e) Other exceptional circumstances, including an emergency, where it is not possible to use the Call-Out Procedure, may allow for a daily assignment to be offered to a teacher without following the rotational call-out procedure. Such circumstances shall be reported to the Superintendent forthwith.

15.9.4 Notwithstanding 15.9.3 c), where it is available, an Automated Call-Out System shall be employed to engage Short-Term occasional teachers, whenever a contract teacher is

unavailable to perform their regular duties or assignment and on-calls are not being used to cover the absence.

15.9.5 The Employer and the Union agree to meet during Labour Management Meetings to review the operation of the Automated Call-Out System.

15.9.6 Training will be available for occasional teachers on the Occasional Teacher List in the operating procedures of the Automated Call-Out System which may include written instructions and/or be provided with a link to the training webinar.

15.9.7

- a. When Call-Outs are done manually, in areas where the Automated Call-Out System is not used, absences must be filled based on the procedures outlined in Article 15.9.2.
- b. Daily Occasional Call-Out Logs shall be kept by the Principal or designate. The Call-Out Log will record the date of the call, acceptance of the assignment, declining of the assignment and unavailable for an assignment.
- c. The Manual Call Out Logs for those areas will be made available to the Occasional Teachers' Bargaining Unit President within thirty (30) days of the completion of each Semester.

15.9.8 The Board will provide the Occasional Teachers' Bargaining Unit President or Designate with access to the automated call out system where the Bargaining Unit can access:

The names of all internal applicants to each job posting along with the information on which members were short-listed for an interview and who the successful candidate was for the position; The daily logs for absent contract teachers and who the replacement teachers were.

15.9.9 A report that details Occasional Teacher assignments shall be made available to the Bargaining Unit President on a quarterly basis. This will include available reports from the Automated Call-Out System and Daily Occasional Call-Out Logs where calls are made manually.

15.10 Upon request by either party, the Superintendent and Bargaining Unit President may meet to review issues relative to the Secondary Occasional Teachers List.

15.11 Labour Management Committee

15.11.1 There shall be a Labour Management Committee consisting of up to three (3) members appointed by the Employer and up to three (3) members appointed by the Bargaining Unit.

15.11.2 The Committee will meet to discuss issues pertinent to the Parties.

15.11.3 Up to four (4) meetings each school year may be held at the request of either Party.

ARTICLE 16 – HIRING TEACHERS IN LONG-TERM POSITIONS:

16.1 All Long-Term Secondary Occasional teaching positions shall be offered to qualified teachers on Recall or those qualified teachers prior to being posted.

16.2 If the Long-Term position is not filled by the process outlined in 16.1, the Board shall implement the following process to fill the vacant position:

- i) If a vacancy is known to be open for ten (10) days or more, in advance, the Board may immediately post the position.
- ii) If the duration of a vacancy is not known in advance, the Board shall post the position, once the duration of the assignment is known to be ten (10) days or more.
- iii) All Long-Term postings shall be posted on the Board's website and Apply to Education for a minimum of three (3).
- iv) Notification of the posting shall be emailed by the Board to the Occasional Teacher President.

16.3 Notwithstanding, in exceptional circumstances, by mutual consent of the Parties, vacancies will not be posted, but will be filled by the most qualified teacher in rotation on the Call-Out list.

16.4 Any teacher not placed on the Long-Term Occasional list, or hired for a long-term assignment or a permanent position shall be entitled to a de-briefing meeting at a mutually agreeable time but not more than twenty (20) working days after the request has been made to the appropriate Superintendent.

16.5 When teaching positions are created as a result of a temporary, time, or event limited funding, the Board may staff the position as a Long-Term Occasional assignment, consistent with the limits of the funding.

ARTICLE 17 – PARENTAL/ADOPTION LEAVE:

Before applying for the following Leave, the Member shall advise their Principal/Superintendent/Manager of Human Resources prior to submitting the Leave request. Leave requests are to be made through the Board's Electronic Leave of Absence Form located on the ADSB Portal.

- 17.1 Parental leave shall be granted for two (2) days to Long-Term Secondary Occasional Teachers, without loss of pay, and chargeable to sick leave credits, if they have sick leave credits, to attend to the responsibilities related to the birth or adoption of the Long-Term Secondary Occasional Teacher's child.

ARTICLE 18 - BEREAVEMENT:

18.1 Bereavement Leave

Before applying for the following leave(s), the member shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence Form.

- a) Bereavement Leave shall be granted without loss of pay or Sick Leave credits to Long-Term Secondary Occasional Teachers for the following:
 - i) For the funeral of a Long-Term Secondary Occasional Teacher's father, mother, brother, sister, spouse, common law or same sex partner, fiancé, child, guardian, mother-in-law, father-in-law, grandparent of employee or spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild or for a miscarriage or stillbirth experienced by the Member, their spouse, or a surrogate.
- b) Bereavement Leave for those situations covered under this Article shall be provided as follows:
 - i) Within a distance of one hundred and fifty (150) km of the Long-Term Secondary Occasional Teacher's principal residence to a maximum of three (3) working or school days.

Notwithstanding the above, when a death occurs in a Long-Term Secondary Occasional Teacher's immediate family (father, mother, brother, sister, spouse, common law, or same sex partner, fiancé, child, guardian, mother-in-law, father-in-law), the Long-Term Secondary Occasional Teacher may be granted an additional two days upon request to the Superintendent.

- ii) For greater distances - to a maximum of five (5) school days.

The entitlement under 18.1 a) or b) need not be taken consecutively, but may be divided to allow attendance at a memorial service on a later date.

ARTICLE 19- LEAVE OF ABSENCE:

19.1.1 – Leave of Absence – Long Term Occasional Teacher

Before applying for the following leave(s), the Member in a Long-Term Occasional Assignment shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence Form. The Member will provide the reason for their leave request.

- a) A Secondary Occasional Teacher may be granted a Leave of Absence for one (1) school year or part of a school year. The Secondary Occasional Teacher's name shall be removed from the Secondary Occasional Teacher List for the period of the Leave and shall be added to the List upon termination of the Leave at the request of the Secondary Occasional Teacher.
- b) Once a Leave of Absence has been approved by the Board, it is the responsibility of the Member to update their Calendar of Availability in the automated call out system.
- c) Once the Leave has ended, the Member must update their Calendar of Availability in order to receive calls through the automated Call Out system.

19.1.2 – Leave of Absence – Short-Term/Daily Occasional Teachers

Before applying for the following leave(s), the Member who is a Short-Term/Daily Occasional Teacher shall advise the Superintendent of Education/Manager of Human Resources or their designate, through email, of their intent to take a Leave of Absence from the Secondary Occasional Teachers' List. Leave requests are to be made through the Board's Electronic Leave of Absence Form. The Member will provide the reason for their leave request.

- a) A Secondary Occasional Teacher may be granted a Leave of Absence for one (1) school year or part of a school year. The Secondary Occasional Teacher's name shall be removed from the Secondary Occasional Teacher List for the period of the Leave and shall be added to the List upon termination of the Leave at the request of the Secondary Occasional Teacher.
- b) Once a Leave of Absence has been approved by the Board, it is the responsibility of the Member to update their Calendar of Availability in the automated call out system.
- c) Once the Leave has ended, the Member must update their Calendar of Availability in order to receive calls through the automated Call Out system.

- 19.2 Notwithstanding the above, by June 15th of each school year, a secondary occasional teacher may be granted, upon email request to the Superintendent/Manager of Human Resources or their designate, an extension of the Leave, for up to one (1) additional year, upon mutual agreement of the Board and the Member.
- 19.3 Upon being approved for an extended leave of absence, the Member will update their online Calendar of Availability
- 19.4 Upon accepting a long-term assignment with another School Board, the Members will contact the Superintendent/Manager of Human Resources, or designate, to advise of their unavailability and may be required to submit a request for a leave of absence. The member will also update their online Calendar of Availability
- 19.5 Any Secondary Occasional Teacher who does not return upon expiration of the Leave shall be deemed to have resigned from the Board's employ and shall be removed from the Secondary Occasional Teachers' List.

ARTICLE 20 - JURY DUTY:

- 20.1 Before applying for the following leave, the member shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence Form.

A Long-Term Secondary Occasional Teacher required to serve on a Jury or subpoenaed as a court witness, but who is not party to the action, shall be granted a Leave of Absence, with pay, for the duration required by the court, however, such Leave with pay, shall not exceed the term of the Long-Term Occasional Assignment.

20.2 A Leave of Absence under this Article, shall not interrupt a Long-Term Occasional's Assignment for the purposes of determining the rate of pay.

20.3 All pay, excluding travel, meals and accommodation expenses received from the Court for such appearances, shall be submitted to the Board.

ARTICLE 21 – PRESIDENT LEAVE:

21.1 By September 30 of each year, the Bargaining Unit shall provide the Board with the name of its President. The Bargaining Unit may amend the name as required during the school year.

21.2 The President shall be granted up to twenty (20) days paid leave during a school year.

21.3 The Bargaining Unit shall remit to the Board the cost of the President's leave at the current Occasional daily rate of pay.

Note: In addition to the foregoing, please refer to Central Article C13.00 Provincial Federation Release Days.

21.4 It will be the responsibility of the Bargaining Unit President to seek approval for their Leaves of Absence through the Employee Portal for Payroll purposes and to keep their calendar updated in the automated call out system.

ARTICLE 22 – EXECUTIVE AND/OR COMMITTEE LEAVES:

22.1 The Bargaining Unit shall be granted up to ten (10) days per year to attend Provincial Meetings and/ or Conferences.

22.2 The Bargaining Unit or Provincial OSSTF shall remit to the Board the cost of the release time, if applicable, at the current daily rate of pay.

Note: In addition to the foregoing, please refer to Central Article C13.00 Provincial Federation Release Days

ARTICLE 23 – COLLECTIVE BARGAINING LEAVE:

- 23.1 In the year that the Collective Agreement is being negotiated, the Board shall grant leave to no more than three (3) Secondary Occasional Teachers, who shall be designated by the Bargaining Unit Occasional Teacher Negotiating Table Team.
- 23.2 Each member of the Negotiating Table Team shall be granted up to (10) days paid leave for negotiating a new Collective Agreement.
- 23.3 The Bargaining Unit shall remit to the Board the cost of the Occasional Teachers' leave at the Occasional Teacher's daily rate of pay.

ARTICLE 24 - SICK LEAVE:

(Please refer to C9.00 – Sick Leave in the Central Terms)

- 24.1 No Sick Leave days shall be credited to Long-Term Secondary Occasional Teachers on Leave of Absence or on strike or lockout or withdrawal of services.
- 24.2 All medical absences which exceed the five (5) consecutive school days may require documentation acceptable to the Board upon return.
- 24.3
 - a) The Board reserves the right to have a Secondary Occasional Teacher submit a Certificate from a Doctor, named by the Board, regardless of the duration of the illness. The Board agrees to notify the Secondary Occasional Teacher of its intent to implement this clause via the Principal/Immediate Supervisor, if the Board so requests.
 - b) Where the Board has requested such certification, the Board shall be responsible for the cost of the medical certificate.

ARTICLE 25 – BENEFITS:

Please refer to C7.00 – Benefits in the Central Terms

ARTICLE 26 – PERFORMANCE APPRAISALS:

26.1 Only supervisory officers, secondary school Principals and Vice-Principals shall provide written evaluations of a Secondary Occasional Teacher's competence.

26.2 Administrators may initiate an evaluation for Occasional Teachers. Occasional Teachers may request an evaluation, and the evaluation will be completed at a mutually agreed upon date and time. All evaluations shall be completed on the appropriate evaluation form.

26.3 Any Occasional Teacher may request feedback upon the evaluation's completion.

26.4 Following an Unsatisfactory Performance Appraisal Rating, the Employer's Appraisal process for Long-Term Occasional Teachers shall be used to determine the timing of the next Appraisal.

26.5 Occasional Teacher evaluation forms shall be stored with Human Resources. The evaluation forms will be used in recruitment and selection decisions for Long-Term Occasional Assignments and Contract Teacher positions.

ARTICLE 27 - RESIGNATION:

27.1.1 A teacher on the Secondary Occasional Teacher's List shall be required to provide the Board, through the appropriate Superintendent, with two (2) weeks written notice of the Secondary Occasional Teacher's intent to resign.

27.1.2 In the event a Secondary Occasional Teacher signs a contract with another Board, they shall be required to resign from the List, by email to the Superintendent/Manager of Human Resources or their designate within two (2) school days.

27.2

- a) Notwithstanding the above, a Secondary Occasional Teacher employed in a Secondary Long-Term Occasional position shall be required to provide the Board with four (4) weeks written notice of the Secondary Occasional Teacher's intent to resign.
- b) If requested, the Board shall attempt to release the Secondary Occasional Teacher earlier than the four weeks provided the Board can hire a suitable qualified replacement.

27.3 Nothing herein prevents a Secondary Occasional Teacher and the Board from mutually agreeing to the Secondary Occasional Teacher's resignation at any time.

ARTICLE 28 - ACCESS TO INFORMATION:

- 28.1 A Secondary Occasional Teacher shall have access to the Human Resources Personnel File upon request during regular office hours and in the presence of a Board designated representative.
- 28.2 The Secondary Occasional Teacher shall have the right to make copies of any material contained in such File or the Teacher may designate, in writing, an alternate to view and/or copy the file on behalf of the Secondary Occasional Teacher.
- 28.3 The Member may be charged reasonable costs for said copies at the discretion of the Superintendent/Manager of Human Resources or their designate.
- 28.4 The Secondary Occasional Teacher may be accompanied by one other person who shall have access to the information contained in the File.
- 28.5 Documents contained in the Human Resources Personnel file of a disciplinary nature and all supporting documents shall be removed from these files two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.
- Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment, or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the Human Resources Personnel file.
- 28.6 The Board has the right to refuse frivolous or vexatious requests with respect to access.

ARTICLE 29 - DISCIPLINE AND DISCHARGE:

- 29.1 A Secondary Occasional Teacher who is to be interviewed by management regarding discipline shall have the right to union representation at all meetings.
- 29.2
- a) A Secondary Occasional Teacher shall be notified, in writing, of the reasons for discipline when a record of same is to be placed in the Board's Human Resources Personnel File.
 - b) Prior to any meeting (including teleconference meeting) with the Board to discuss the reasons for discipline the Board will advise the Secondary Occasional Teacher Bargaining Unit President of said meeting.

29.3

- a) A Secondary Occasional Teacher who is to be discharged, is entitled to be notified at a meeting with management of the reasons for discharge and such reasons shall be confirmed in writing.
- b) During any meeting (including teleconference meeting) with the Board, to discuss the reasons for discipline the Board shall inform the Secondary Occasional Teacher that they may request the presence of a Union Representative.

29.4 Removal from the Secondary Occasional Teachers' List as outlined in Article 15 shall not be considered Discipline or Discharge.

ARTICLE 30 – GRIEVANCE, MEDIATION AND ARBITRATION:

30.1 GENERAL

30.1.1 A Grievance shall be defined as a matter arising from the interpretation, application, administration or alleged contravention of his Agreement including whether a matter is arbitrable.

30.1.2 In this Article, "Grievance Committee" shall refer to:

- a) In the case of the Board, up to three representatives duly authorized to act on the Board's behalf;
- b) In the case of the Bargaining Unit, three (3) of its Members duly authorized by the Bargaining Unit to act on its behalf;
- c) Additional resource people may be included by mutual consent.

30.1.3 For the purpose of this Article, a teleconference may be deemed to constitute a meeting, by mutual consent.

30.2 INDIVIDUAL GRIEVANCE

30.2.1 Informal Member(s) Initiated

If a Member(s) feels there has been a contravention of the Collective Agreement, that Member(s) shall first seek remedy through an Informal Meeting with the Principal/Immediate Supervisor. The Member(s) may have Bargaining Unit representation present at said Meeting.

The Member(s) must discuss the alleged contravention with the Principal/Immediate Supervisor within fifteen (15) School Days of the date of the alleged contravention.

30.2.2 Step 1

- a) If the Informal discussion does not result in a resolution, the Bargaining Unit on behalf of the Member(s) may file a written Grievance with the appropriate Superintendent/Manager of Human Resources or their designate (with copies to the appropriate Parties including the Principal/Immediate Supervisor) within ten (10) School Days of the Informal Meeting with the Principal.
- b) Such written Grievance shall contain:
 - i) a description of how the alleged dispute is in violation of the Agreement including the relevant Article number(s); and
 - ii) a statement of the facts to support such grievance; and
 - iii) the relief sought; and
 - iv) the signatures of the duly authorized official of the Bargaining Unit and copied to the Member concerned.
- c) The Superintendent/Manager of Human Resources or their Designate shall respond, in writing, to the Grievance within ten (10) School Days. As an alternative, either Party may contact the other to seek a Meeting of the appropriate Parties with a view to resolving the dispute.

30.2.3 Step 2

- a) If the Grievance is not resolved at Step 1, the Bargaining Unit, with the written concurrence of the Member concerned, may within five (5) School Days from the date of receipt of the reply of the Superintendent/Manager of Human Resources or Designate, submit the Grievance to the Director.
- b) The Bargaining Unit shall be notified, in writing, of the answer of the Director within ten (10) School Days from the date of the receipt of the Grievance at Step 2. As an alternative, either Party may seek a Joint Meeting of their respective Committees with a view of resolving the dispute. If a Meeting had not been held at Step 1, then a Meeting shall be held at Step 2.

- 30.2.4 If the reply of the Director is unacceptable to the Bargaining Unit, or, as the case may be, if a Joint Meeting of the Grievance Committee fails to resolve the matter, the Bargaining Unit shall then advise the Board of their position within five (5) School Days from the date of receipt of the reply.
- 30.2.5 Time restrictions may be extended if mutually agreed upon. Consent to extend time restrictions shall not be unreasonably withheld. The failure of one Party to comply with the time allowance of any agreed upon extensions shall result in the Grievance being progressed to the next step.

30.3 PARTY GRIEVANCE (BARGAINING UNIT OR BOARD INITIATED)

30.3.1 Informal Discussion

The Party alleging contravention of the Collective Agreement shall first attempt to resolve the matter by informal discussion with either the appropriate Superintendent/Manager of Human Resources or Designate, duly authorized representative of the Bargaining Unit, as the case may be. Such a Meeting must occur within fifteen (15) School Days of the date of the alleged contravention of the Agreement.

30.3.2 Step 1

- a) In the event that informal discussion did not result in a resolution to the matter, the Party wishing to file a Grievance shall do so, in writing, to either the Director or the Bargaining Unit President, as the case may be, within five (5) School Days of the informal Meeting.
- b) Such written Grievance shall contain:
 - i) a description of how the alleged dispute is in violation of the Agreement, including the relevant Article number(s); and
 - ii) a statement of the facts to support such Grievance; and
 - iii) a relief sought; and
 - iv) the signatures of the duly authorized officials of either the Bargaining Unit or the Board, as the case may be.

- c) A Joint Meeting of up to three (3) representatives from each Party's Grievance Committee shall be convened within ten (10) School Days of receipt of the written Grievance to discuss the Grievance and attempts to resolve the dispute.
- d) The Director or President of the Bargaining Unit, as the case may be, shall respond, in writing, to the Grievor within those fifteen (15) School Days of the receipt of the written Grievance.

30.3.3 Step 2

If the reply at Step 1 is unacceptable to the Grievor, the Grievor shall then advise the other Party of their position within five (5) School Days from the date of the receipt of the reply at Step 1.

Time restrictions may be extended if mutually agreed upon. Consent to extend time restrictions shall not be unreasonably withheld. The failure of one Party to comply with time allowances of any agreed upon extensions, shall result in the Grievance being progressed to the next step.

30.4 ALTERNATIVE FORMS OF GRIEVANCE - MEDIATION

30.4.1

- a) At any time, following the informal step in the Grievance Procedure, the Parties by Mutual Consent, in writing, may elect to resolve the Grievance by using any form of Grievance Mediation the Parties may find mutually acceptable. The Parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached.
- b) The Grievance Mediator shall not add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.
- c) The fees for the Grievance Mediator and any related expenses shall be shared equally by the Parties.

30.4.2 Each Party shall pay the wages, and expenses as well as related costs of their respective attendees, advisors and witnesses.

30.5 ARBITRATION

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

30.5.2 The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within ten (10) school days of receipt of the written notification of desire to move to arbitration, then the grievance shall be submitted to a Board of Arbitration as outlined in Article 30.5.3.

30.5.3 Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall within fifteen (15) School Days inform the other Party of the name of its appointee to the Arbitration Board.

When two appointees are so selected they shall within five (5) School Days of the appointment of the second of them, appoint a third person who shall be the Chairman.

30.5.4 If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairman within five (5) Working Days, the appointment shall be made by the Minister of Labour, under the Ontario Labour Relations Act upon the request of either Party.

30.5.5 The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the Parties and/or Representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the Parties and upon the Member(s) and Board.

30.5.6 The decision of the majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chairman governs.

30.5.7 The Arbitrator or Arbitration Board, as the case may be, shall not by their decision add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

30.5.8 The fees for a single Arbitrator, or a Chairman of the Board of Arbitration, shall be shared equally by the Parties. Each Party shall pay the costs of its nominee to a Board of Arbitration where used.

30.5.9 Upon Mutual Consent, the Grievor may submit the Grievance to a single Arbitrator who shall have the same power as a Board of Arbitration.

ARTICLE 31 – VULNERABLE SECTOR CHECK

31.1 The Board will ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act are stored in a secure location and in a completely confidential manner. Access to such records and information will be strictly limited to the members of Senior Administration, The Manager of

Human Resources, and no more than two delegates of the Superintendent, as long as they are not members of the bargaining unit. An individual member or a designate shall have access to their own records.

ARTICLE 32 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION:

- 32.1 Each Secondary Occasional Teacher of the Bargaining Unit shall be provided with an electronic copy of this Collective Agreement at shared expense between the Board and the Union, within ninety (90) days of the signing of the Agreement.
- 32.2 Each newly hired Secondary Occasional Teacher, shall be provided with a copy of this Collective Agreement between the Board and the Union.

ARTICLE 33 - TERM OF AGREEMENT:

- 33.1 This Agreement shall be in force from September 1, 2022 to August 31, 2026, and shall continue from year-to-year thereafter, unless either party serves notice to renegotiate the terms of this Agreement as provided herein. All terms and conditions of this Agreement shall be effective.
- 33.2 Either Party to this Collective Agreement may, within the period of one-hundred-and-eighty (180) calendar days, before the Agreement ceases to operate, give notice, in writing, to the other Party of its desire to bargain with a view to the renewal with or without modifications, of the Agreement or to the making of a new Agreement. Within fifteen (15) working days or receipt of notice to bargain by either Party, the other Party shall make every effort to enter into negotiations for a renewal or revision of the Agreement.

ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

DISTRICT 2 OSSTF SECONDARY OCCASIONAL TEACHERS’ BARGAINING UNIT

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:

APPENDIX A: LETTER OF INTENT

Re: Transportation of Students by Secondary Occasional Teachers

The Board agrees to distribute the following memorandum from the Superintendent/Human Resources Manager responsible for school operations to all Secondary Principals, on an annual basis:

In the course of their regular duties, contract teachers may transport students during the school day. Although Occasional Teachers are to assume the duties and responsibilities of the contract teacher that they are replacing, Occasional Teachers should not be requested, nor should they feel pressured, to transport students during their assignment at your school. Alternate transportation arrangements must be made if the activity cannot be postponed.

ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

DISTRICT 2 OSSTF SECONDARY OCCASIONAL TEACHERS’ BARGAINING UNIT

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:

APPENDIX C – LETTER OF UNDERSTANDING RE: PROTOCOL FOR COMMUNICATING HEALTH AND SAFETY INCIDENTS THAT COULD OCCUR IN THE WORKPLACE

The parties agree to the following:

- Establish a protocol for the Board to communicate information about health and safety incidents in the workplace that may impact Occasional Teachers who are assigned to a site
- The Board and the Union will meet to discuss this protocol during Labour Management meetings in the 2024-2025 school year
- The Board and Union will continue to review the protocol as needed to ensure effective implementation with the goal of ensuring the health and safety of its Occasional Secondary Teachers